

## The Solicitors' Journal.

LONDON, FEBRUARY 15, 1862.

THE benchers of the four great Inns of Court ought no longer to be in doubt about their duty to the profession and the public to make some official announcement in every case of the disbarment of a member of the Bar. Although in the case of Mr. Edwin James, some how or other, every body, while the proceedings against him were pending, heard of the charges which were made against him, yet it certainly would have been more satisfactory if the particular charges, and the grounds of the benchers' decision, had been officially communicated to the profession. Within a few days back two other cases which were lately decided by the benchers have been brought into prominence. Even before Mr. Digby Seymour made his statement the other day to his constituents at Southampton, it was no secret that, not long since, the benchers of the Middle Temple were called upon to investigate certain charges affecting his character; and, indeed, the very particulars alleged were generally whispered about. After some time it was understood that the benchers came to a decision in his favour; but there were various rumours as to their reasons. It is not surprising, therefore, that Mr. Seymour should have been called upon by his constituents to satisfy them that the benchers decided his case solely upon its merits. In his explanation, which appears to have satisfied the majority of those who heard him, he did not hesitate to impute the entire proceeding against him to professional rivalry, and he appealed to the sympathy of his audience against the "injustice" of the secret tribunal before which he was arraigned. Since then, the gentleman who originally brought the charge against Mr. Seymour has communicated to the morning journals the letter in which he conveyed his accusation to the benchers. The public, therefore, are in the unpleasant position, in Mr. Seymour's case, of not knowing whether the charge against Mr. Seymour was dismissed by the benchers upon the ground that it was not proved, or because they considered, assuming it to be true, that it was insufficient as a reason for the disbarment of Mr. Seymour. It is evident that this must be unjust either to him or to the general body of barristers. The other case to which we allude is that of Mr. Claydon. It is no secret that he has been recently disbarred by the benchers of Lincoln's-inn. But the only statement as to the grounds of the benchers' decision, which has been made public, is one which appeared in a provincial newspaper, alleging that the complaint against Mr. Claydon was, that he held briefs without the intervention of an attorney. It is not easy to believe that the benchers would have been so eager to punish a mere breach of professional propriety with so severe a sentence. Is not the time, therefore, come for some official announcement to the profession of the charges made, and the grounds of the decision in every case of an application for the disbarment of a member of the Bar? Every application to strike a solicitor off the rolls is made in the face of the world, and why should not any proceeding for removing a member of the Bar out of its ranks be conducted in like manner? At all events the present secret system is evidently unsatisfactory.

IN THE Vice-Chancellor Wood's Court, on Monday last, a discussion arose in reference to the large number of interlocutory motions which have stood over from "seal day" to "seal day" without being disposed of. Many of these motions arise out of railway and commercial transactions, where a decision upon the inter-

locutory application involves in effect the determination of the suit, and in cases of this nature, of which the recent contest between St. Thomas's Hospital and the Charing-cross Railway Company affords an illustration, an immediate hearing within a few days of the time of filing the bill is often of vital importance to both sides. But to insure such immediate hearing before this branch of the Court, which seems to enjoy a large proportion of these cases, the ordinary business which has ripened to a hearing by more deliberate process, must, of necessity, be greatly obstructed, as three days of the week, instead of one, would hardly be sufficient for the motions. His Honour observed that by far the greater part of last Term had been occupied with motions to the delay of all other business, and that, in justice to the ordinary suitors, he must decline to continue the seal *de die in diem*.

WE were a little amused, though not much surprised, in looking through the file of New York papers which has just come to our hands, to read in the most prominent place in the first sheet of the *New York Herald*, of the 24th of January, a long letter to the American public from the now rather notorious ex-member for Marylebone, Mr. Edwin James, upon the rather delicate subject of the improvement of the law of the United States with regard to the administration of insolvents' estates. The English public has been completely informed within the last few days of those most dishonest frauds of the perpetration of which most gentlemen inside the profession have been for several months fully aware; and with these notorious facts before us, coupled with the absolute certainty of their being translated as "sensation" matter into the *New York Press* as soon as the English papers, which narrate them, arrive in the States, we are partly ashamed and partly surprised that the hero and runaway who played the principal part in the drama, should court that "public opinion" in America which must so soon again level him to the dishonourable abasement which was justly and universally inflicted here. However, we may not have any right to complain of the public favour shown by the *New York Herald* to Mr. James, nor can we question the discretion of those "gentlemen of legal eminence in this city" (New York) who did Mr. James "the honour," as he terms it, to transmit to him a copy of the general bankrupt act which they had prepared. The whole of the American people who speak and think through the Northern press, have condescended latterly to such vagaries in public morals, and to such mis-statements of public history, that it would be an idle thing for any respectable English newspaper to assume that they possessed either a very delicate sense of shame or a very clear power of judgment. They have accepted Mr. James as a member of their Bar, and have not, as they might naturally have done, instituted any inquiries with a view, before they so accepted him, and promoted him to the disgraceful precedence evidenced by the letter which we refer to in the *New York Herald*, of informing themselves of the ground of his sudden and disgraceful flight. We do not intend to transplant that letter into our columns, for two reasons:—because it is too long; and because, even if it were not so long, it would not be worth the labour of consideration as a sound essay upon the principles of jurisprudence which it assumes to discuss. Our readers will be satisfied on learning that it is meant to be eloquent; they will judge of the clearness of Mr. James's ideas when they are assured that he says, in the second sentence of his letter,—"In the infancy of English commerce it was found essential to legislate upon this subject (*i. e.* bankruptcy), and as early as the reign of James I. laws were enacted which, *although characterised by all the severities and penal enactments* which disgraced the rule of the first Stuart, contained provisions which experience has proved to be valuable, and which have been embodied in all subsequent legislation." What the

Great Jurist means by "laws characterised by penal enactments," we cannot ourselves understand. We think we perceive, however, that a long letter which opens in this way, and which ends with the startling assertion that the author of it has had "some experience in the administration of the bankruptcy law in England," has much the same value as a speech, or an argument in Banc from the same mind would have. Are there half a dozen learned jurists in England who would listen to either? We need say nothing more concerning Mr. James's letter, except that, although he has the temerity to advise the extending of the proposed American bankruptcy law to non-traders, he also declares very distinctly that "the operation of the Act as to non-traders should be prospective." Is it very uncharitable to imagine that Mr. James had not forgotten the poor credulous "Dorsetshire attorney," the foolish young noble lord, the foolish old Bar friends, and other persons in the same plight, known to him though not to us, when he advised a provision, which, at any rate in a case of some concern to himself, would completely prevent any uneasiness, and the raising of any question upon the point whether foreign creditors could recover their debts within the jurisdiction to which a certain learned debtor had so mercilessly fled?

UPON the hearing of a petition before Vice-Chancellor Kindersley yesterday, the death of Lord Byron, the poet, was a material fact in the petitioner's title; but it being assumed that the Court would take judicial notice of what was so well known to the whole world, no evidence was adduced upon the subject. Counsel observed that his lordship having died in Greece there would probably be some difficulty in obtaining the kind of proof which the Court ordinarily required. The Vice-Chancellor, however, declined to make the order except upon the production of the usual evidence, for which purpose the petition stood over. This is a curious instance of adherence to a strict general rule of evidence, and the more so as the close connection between the families of the learned Vice-Chancellor and the noble poet might be supposed to give his Honour additional reason for dispensing with a proof of the fact which belongs to the history of the country.

MR. JOHN PAXTON NORMAN (of the Home Circuit), has been appointed one of the Judges of the Supreme Court of Bengal, at Calcutta. Mr. Norman is the author of a work on the "Copyright of Designs," and of a "Treatise on the Law of Letters Patent;" he is also one of the authors of "Hurlstone and Norman's Reports of the Court of Exchequer."

MR. WILLIAM MATTHEWSON HINDMARCH, MR. GEORGE BODEN, and MR. THOMAS WEATHERLEY PHIPSON, of the Common Law Bar, have been appointed Queen's Counsel.

MR. EDWARD BARNETT ANDERSON TAYLOR has been appointed Police Magistrate of New Providence, one of the Bahama Islands.

MR. ROBERT H. HURST, of the Home Circuit, has been appointed to the Recordership of Hastings and Rye.

MR. HENRY KINNEIR, of Swindon, Wilts, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women, for the county of Wilts.

MR. CHARLES WILKIN, of 10, Tokenhouse-yard, City, has been appointed a London Commissioner to administer oaths in the High Court of Chancery.

THE election of a Clergyman to the office of Preacher to the Honourable Society of Lincoln's-inn, vacant by the resignation of the Bishop of Gloucester and Lincoln, took place on Thursday. The Rev. C. Cook, inspector of schools and chaplain in ordinary to

the Inn, having a majority of the votes of the benchers, was declared elected.

MR. LAING, the ex-magistrate, who for many years presided at the old Hatton Garden Police Court, expired at his residence, in the Inner Temple, on Thursday, at an advanced age. The deceased was called to the bar on the 9th June, 1839, at Lincoln's-inn.

MR. EDWARD COOKE, who about fourteen months since, on account of ill-health, resigned his appointment of Judge of the County Court (Circuit No. 34), to which he was appointed by Lord Cranworth in 1854, died at his residence in Taviton-street, Gordon-square, on the 6th inst., in his 71st year.

#### THE "SOLICITORS' JOURNAL" AND THE PROFESSION.

While the petition for the compulsory winding-up of the Law Newspaper Company was pending, we deemed it our duty to abstain scrupulously from writing anything which might influence the decision of Mr. Commissioner Goulburn. During the same period the proprietor of the *Law Times*, week after week, published several articles and some letters, which have since proved to be fictitious, in which untrue statements, accompanied by unfair and slanderous comments, were made for the obvious purpose of inducing the Court to decide in favour of the petition. They were, no doubt, also intended to vex and intimidate the gentlemen who constituted the board of directors of the late company, as well as to injure the pecuniary interests of this Journal. Mr. Cox, however, has egregiously failed in every one of these objects, and he has succeeded only in removing the possibility of any doubt as to his entire unfitness to represent the interests of the legal profession, which above all others ought to be characterized by honesty and good faith.

We shall now once for all state the circumstances under which the petition, which was on Monday last *dismissed with costs*, was presented. The petitioner, Mr. James Walter, held two shares (out of 600) in the company; on these he had paid up the sum of £10, and had failed to pay three calls of the same amount. He never attended any of its meetings until December last, when a meeting of the shareholders was called to confirm the sale of this Journal and the *Weekly Reporter*. Being a defaulter upon his shares, he had no right to be present, yet he appeared, and made a feeble show in favour of annulling the sale which had been made, and of selling the publications to Mr. Cox. We believe, however, that no one could be got to sanction the *ruse* for the destruction of this Journal; and that, in fact, a resolution confirming the sale which had been already made, was carried unanimously. There could be little doubt that all through the matter Mr. Walter acted as the agent or friend of Mr. Cox. Later events placed this beyond question. Mr. Cox, therefore, having failed in these insidious designs, did not scruple to adopt a more audacious course to effect his purpose. Thereupon a petition was presented for the winding-up of the company, upon the ostensible ground that the property in the *Journal* and *Reporter* was of much greater value than the price which the directors had obtained. We may remind our readers in passing, that at the same time Mr. Cox was asserting in the columns of the *Law Times* and in printed circulars, sent throughout the profession, that these publications could not be continued without loss—that in fact, they had failed. This—if it were true—would of itself have been an answer to the petition—for any price for such a property could hardly be objected to. But it is not the answer which it received from Mr. Commissioner Goulburn. We print elsewhere a full report of his judgment, which is so triumphant a refutation of the impudent assertions of Mr. Cox against the directors of the company,

that they have no reason to be dissatisfied with the part which Mr. Walter has taken. The case was so clear, both upon the law and the facts, that the learned Commissioner would have at once dismissed the petition without hearing the other side, but for the importance which it derived from the professional standing and high character of the gentlemen who were called upon to answer the monstrous charges which it contained. The directors may well be pleased that the entire matter was gone into so exhaustively, as the judgment of the learned Commissioner is everything which honourable and high-minded men could desire. His Honour referred to the original prospectus of the company, in which it was stated that it was not formed for any purpose of profit, and that the money to be contributed by the shareholders was to be for the benefit of the profession. "These gentlemen felt," he said, "what everybody felt—as well barristers as attorneys—the necessity of some good weekly newspaper, which would tell us from time to time what was going on in the courts of law and equity—a law newspaper. They felt that would be a very desirable thing for the profession." In these few words are expressed the object and motive of the large body of gentlemen who founded this journal, and who now support it. Having firmly established it by their fostering care and liberal contributions, it no longer requires the machinery of a joint-stock company, and they have therefore voluntarily dissolved the association, which had effected its purpose. So strongly, however, do they feel the importance of a respectable organ of the profession, that if it were at all desirable, there would be no difficulty in forming another association for the purpose of carrying on a work which they have been at such pains to initiate. We put it, therefore, to Mr. Cox—seeing that he is so much alive to commercial considerations—whether he had better not allow the profession peaceably to judge for itself, and accept the unanimous veto of all its leading members, both in town and country, upon his pretensions as its representative in the press. He has already bewailed the fate of the *Law Times*, unless this journal were discontinued. He confesses to the discovery—since the *Solicitors' Journal* came into existence—that the profession is not large enough to support two journals. It has now unmistakeably decided against him; and it is to be hoped that no vindictive feeling will induce him to continue a struggle which can end in no good to him. He has numerous other fields open to him, where, perhaps, his peculiar talents may be more available. It is clear enough now that the lawyers will not have him for a mouth-piece; but perhaps he may be more successful among one of those other classes of the community which his numerous literary speculations give him an opportunity of addressing. For our own parts, we promise our readers that they shall hear but little more from us about this gentleman; although of late we have thought right to depart from our usual rule to call attention to his proceedings in connection with the *Law Newspaper Company*.

### The Courts.

#### COURT OF QUEEN'S BENCH.

(Sittings at Nisi Prius, before Mr. Justice BLACKBURN and a Special Jury.)

Feb. 10 and 11.—*Dawson v. Van Sandau*.—Mr. Serjeant Shee, Mr. Hawkins, Q.C., Mr. Merewether, and Mr. Macnamara, appeared for the plaintiff; and Mr. Serjeant Ballantine and Mr. Holl, for the defendant.

This was an action in which the plaintiff, Roger Dawson, an attorney at Northampton, sued the defendant, Andrew Van Sandau, a London attorney, to recover damages for false imprisonment, and also for slander, imputing to him that he had

conspired with a bankrupt named Poole to defraud his creditors, and also to suborn false witnesses.

The defendant pleaded the general issue, and also a plea reiterating and justifying the slander, which he alleged was true in substance and in fact.

Witnesses having been heard on both sides, and counsel having addressed the Court for their respective clients,

The learned judge summed up.

The jury retired at six o'clock to consider their verdict, and returned into court at half-past eight o'clock with a verdict for the plaintiff on all the counts—Damages, £200.

#### COURT OF EXCHEQUER.

(Sittings at Nisi Prius at Westminster, before Mr. Baron MARTIN and a Special Jury.)

Feb. 11.—*Steele v. Lowe and Another*.—This was an action to recover a sum of £1,443 0s. 9d. for work done as an attorney.

The plaintiff is an attorney in Bloomsbury-square, and the defendants were the inspectors under a deed for the management of the *Sun* newspaper.

From the evidence of the plaintiff, it appeared that he was formerly in partnership with Alderman Harmer. In 1843, Mr. Young was the proprietor of the *Sun* newspaper, upon which Alderman Harmer had a mortgage, and there was due to him afterwards £6,000 or £7,000. Young got into difficulties, and an execution was put in against him. In December, 1847, there was a bill of sale executed by the sheriff to Harmer, and he was registered in December, 1847, as "owner as mortgagee." In January, 1848, Harmer let the paper and the plant to Young for £2,275 per annum. That tenancy was determined in 1848. On the 21st of February Harmer took possession. There were two or three meetings of Young's creditors, and a deed of inspection was prepared. The defendants were present. They, with a person named Carlyle, were the committee appointed by the creditors to inquire into the affairs. They reported that the profits of the paper were about £35 a week. After a resolution to pay Mr. Harmer £1,000 a-year off his debt, the deed of inspection was prepared. There was a resolution of creditors recommending the adoption of the resolution.

The plaintiff had been engaged in carrying the deed of arrangement into effect, and in defending certain actions for libel brought against the proprietors of the newspaper.

At the conclusion of the plaintiff's evidence, Mr. Baron MARTIN asked the plaintiff's counsel whether he had any further evidence of liability.

Mr. Manisty—None.

Baron MARTIN.—The question, then, is, whether the defendants are personally liable.

The jury.—We think they are not liable.

The plaintiff was then nonsuited.

#### THE COURT OF BANKRUPTCY.

(Before Mr. Commissioner GOULBURN.)

Feb. 10.—*Re Law Newspaper Company (Limited)*.—This was the day appointed for delivering judgment upon a petition which had been presented by Mr. Walter for winding up this Company.

The COMMISSIONER.—I am now to give the judgment of the Court upon a petition presented to this court by Mr. James Walter, solicitor, of Clifford's-inn, who prays this Court, by this petition, to wind up this Company, under the Acts of 1856-1857. This case has occupied a great deal more time, as it seems to me, than its importance at all demands; though in one respect it is important, because the gentlemen who are to answer this petition here, are gentlemen quite in the front rank of their profession, and looked up to by the profession in every branch of it. It is imputed to them on these proceedings, that they have, at all events, neglected the duty, and conducted the trust, which they undertook, as the representatives of this association, in such a manner as to authorise one of the shareholders to call upon them that the Company shall be wound up, not under their own general control, but under the supervision and control of this Court. That is a matter of some importance, when we consider who these gentlemen are, and the position they justly occupy in the profession of the law. Now let us look who the petitioner is in this case. I repeat that the impression which I first had of this case has been very much strengthened by all I have heard of it—viz., that it is one of the most extraordinary cases which has, for a long period of time, presented itself before any of the courts of justice. Here is a gentleman, who, in the month of August, 1858, took

two shares in this Company out of 600, and paid £5 per share on them. It appears by the affidavits, that he never went near the concern or attended at any of the meetings whatever until quite lately (the 6th of December, 1861), when he had disqualifyed himself from voting. For the most important fact appears, that three calls were made, of £2 per share, and £2, and £1, so that he became indebted in respect of those calls to the Company £10. It is very singular that this gentleman who now comes in at the eleventh hour and three-quarters to wind up the Company, instructs those who represent him to employ all their talents and all their energy—I will not say to inculpate, but, to use a colloquial expression—to "show up" these gentlemen who were the directors. And this is a man who has never been once near the Company with whose proceedings he now finds fault; and, what is more important, who has never thought fit to pay the £10 which he owes them. Now I cannot help thinking that a contributory who refuses deliberately and for a lengthened period to pay calls, is not in a condition to apply to wind up the company. Debtors have been very much favoured lately, we know; the whole tendency of the Legislation has been in favour of debtors. A man may run into debt to any amount, get into prison, and be waited upon by the officers of the court to take him out; he may not have one farthing to give his creditors, and he may say, "Let the Court be employed and all its officers to free me from my liabilities." The other day this was carried so far, that a learned counsel asked me, and said if I refused it would be a great hardship, to order the stamp affixed by the Legislature upon the order of discharge not to be paid by the debtor. Now, how hard it is that a debtor should have to pay the stamp upon the instrument which discharges him from £3,000. Well, so far we have got with the debtor; but we have to go further if the debtor may call upon the creditor to be wound up. That seems to me now to be the proceeding, if a debtor, who owes a Company £10, is to say to the Company, "Now I wind you up—one-half of me, as a contributory, applies to wind up the other half, as a debtor, in order that somebody may be appointed to collect the £10 which I owe you." That seems to me to be going a great length, particularly in a company where we find by the articles of association—and these articles have been signed by this gentleman—"that if any shareholder refuses to pay any calls on the appointed day, the Company may at any time thereafter, during such time as the call remains unpaid, serve a notice upon him" and so on, "requiring him to pay, and if he does not pay, the shares shall be forfeited." The Company have here, very likely good-naturedly, not called upon him, and he does not pay; but it is also stated that a man not paying his shares has no right to vote, and therefore, Mr. Walter had quite disqualifyed himself from voting. I see by the 40th article "that no shareholder shall be entitled to vote at any meeting unless all calls due from him have been paid." Now, therefore, this man has no right to vote; he might have been called upon to forfeit his shares; he still owes them £10, and he says "now I will insist upon your being wound up." First of all, let us see whether the Act of Parliament, under which this man asks the Court to wind up the Company, is, or is not, imperative? He shows us that the Company have brought themselves within the 5th clause of the 67th section of the Act, "whenever three-fourths of the capital of the Company have been lost or become unavailable." Three-fourths of the capital of the Company here, it is admitted on all hands, has become unavailable. Therefore, he says, "If I show that, then no matter who I am, or what interest I have in it, or whatever may be the circumstances of the case with regard to this, I have an absolute right, upon that being so, to call upon the Court to wind up the Company." Now such a proposition I utterly deny. I should take upon myself even to say there is no authority for it whatever at all in the cases, as well under this Act as under the former Acts, as to which I shall presently cite one or two. V. C. Kindersley had a case before him in which the circumstances were somewhat similar, though not so extraordinary as the present (because I do not believe that a case so out of the ordinary course has ever occurred as this one) which almost concludes this matter, if it wanted any authority. It is quite clear that the Court has a discretion in all these cases to exercise, as the Master of the Rolls says in one case, no doubt judicially and discreetly, but with reference to "the expediency and necessity of the case." Where it is expedient or necessary—those are the grounds upon which these cases are to be considered.

First, what is the expediency of winding up this Company. Let us look at what it was formed for. It is very important that this should be thoroughly well known. This is not an association or society formed for any mercenary purpose,

or with a view to lucre or profit. Quite the reverse. It is an association formed by several gentlemen, the leading members of the profession of the law, in whom hundreds of people have placed and do place the most implicit and absolute confidence; and these gentlemen felt, what everybody felt—as well barristers as attorneys—the necessity of some good weekly newspaper, which would tell us from time to time of what was going on in the courts of law and equity—a law newspaper. They felt that that would be a very desirable thing for the profession. They state in the prospectus, "We do not want—do not require—do not look for profit. That is not what we look for, or anything connected with profit; but we want to benefit the profession of the law that we belong to, and to give ourselves and our brother members of the profession an opportunity of having conveyed to them, from week to week, everything that passes in the courts of law and equity. It is important that we may be enabled to advise those who consult us professionally from time to time; and that we should know the leading decisions in the courts." That was their object. It is singular, and one can hardly believe that in a profession numbering, as I see it does, including the colonies, altogether 20,000 members, such an undertaking, conducted in this way, with such men, can fail. If anything could prosper, surely it is an undertaking of this description in the hands of such persons as I have referred to. Well, then, the proceedings go forward. Everything seems to me to have been conducted with the most perfect regularity. I utterly dissent from the reasoning which has been founded upon the negligence or improper conduct of these directors. I am not saying that—looked at "evil-eyed" afterwards by this gentleman, their debtor, who employs the greatest talents known to us for the purpose of "picking holes," if I may so speak, in all the proceedings—that it would not be possible to raise an argument, and a very long, but a very specious one, upon some of these meetings; but I utterly dissent from the assertion that these gentlemen have in any respect neglected their duty or done anything but what they ought to have done in execution of the trust which devolved upon them.

The learned Commissioner then proceeded to dispose of some technical objections as to an alleged informality in the notice of meetings, and proceeded:—But is a winding-up at all "necessary" where there is nothing to wind up? It would be making an order to wind up that which is actually at an end. Look at the state of the case. All the debts are paid with the exception of two, and those two debtors are anxious that it should not be wound up for the very obvious reason that because they know to whom they have to look, they look to those people who are about to pay them by a subscription among themselves. They prefer that infinitely to the Company being wound up. Everybody is paid, and no creditor complains at all. Nothing of the sort. But could it be "necessary" in any other way, what is there to collect? The assets are all collected except certain debts, and among them the petitioner's debt of £10. I hope he will pay it; they have been pretty good-natured to him hitherto; they have not pressed him for it yet, or, as they might have done, forfeited his shares. There is his debt and some others to be collected; but Mr. Shaen, who knows the concern perfectly well, says that he thinks the amount that can be collected—and he puts Mr. Walter's debt I see among the good debts, he expects Mr. Walter will be able to pay—may be some £40 odd. So that this Company is to be wound up by an official liquidator appointed for the simple purpose of collecting £40 odd. It seems to me that that is not a necessary and proper mode of interference of this court by which the very costs of the proceedings would at once swallow up the £40. Mr. Walter's debt and all would be very soon absorbed by these proceedings. Therefore it would be idle and worse than idle. But it is said to be "expedient." Now what "expediency" is there? How can it be expedient? It may be expedient for the purpose of gratifying an angry feeling on the part of Mr. Walter. It may be expedient for him who has lain by so long to wake up at this period of time and say, "Now I will show you; I have gone through all these articles of association; I have longed for this opportunity—I have desired extremely to show how much more regular you would have been if I had attended—if I had paid my calls—how much more regular you would have gone on with me than without me." But that is not my idea of "expediency."

The Commissioner then read from the judgment of Vice-Chancellor Kindersley in *Ex parte Wise*,\* and proceeded.—The Vice-Chancellor said it did not follow that because the petitioners

\* Cited by Mr. Lawrence; as also were "The Monmouthshire and Glamorganshire Banking Company," 18 Beav. 74, and the "Union Bank of Calcutta," 3 De G. & Sm. 253.

were greatly in the minority, that there could be no order, for it might be expedient, but that still the circumstances of their being in a minority is to be looked at. Well, is not the circumstance of this gentleman being in a minority of one to be looked at? He is in a minority of one. He had a clear legal right to require that justice should be done; but at the time this gentleman shows that he had no right to vote. Then the Vice-Chancellor says, "the first question in this, as in all such cases, is this, what are the liabilities to which the petitioners in particular, and the shareholders generally, are exposed?" Now, what is the liability to which Mr. James Walter is exposed in this case? It almost makes the proposition seem ludicrous, when he has paid the £10, which he has not yet paid, but I have no doubt will pay, he is exposed to the liability of £20, but at present only £10. Now that is the liability which he says makes it necessary to wind up this company, whose concerns are already wound up, with the exception of a few debts to be collected. Well then, what are the liabilities of the shareholders generally? Do any of them complain? Do any other persons say, "We want this Company wound up; we are exposed to a fearful liability; we shall be losers?" They are liable for £10 per share; but many of them, being at the head of their profession, are now engaged, as I find was the fact in this case, in raising a subscription to pay the few remaining debts of the Company, but they withhold their hands until they see the issue of this petition. It will be found the same as the case before the Vice-Chancellor. They held their hands, and the Vice-Chancellor, for the purpose of preventing that being interfered with, ordered the petition to stand over. Then in this case there is also another similar feature. It is said that the directors, having a large stock belonging to the Company, sold it at an undervalue. That is not dissimilar to the complaint made here, that they have sold this concern to particular people "under circumstances which rendered the sale improper; but if it were so (says the Vice-Chancellor), that does not require a winding-up order—that is a question of equities between the parties." "Except in a few special circumstances there is for the purpose of administering such equities no machinery;" and here I quite agree with the Vice-Chancellor. That case seems to me so clear that it is almost unnecessary to cite others. But as the Master of the Rolls expressed it in the case of the Monmouthshire and Glamorganshire Banking Company, this is the only point—I mean as to the absolute discretion in the Court. The Court is not tied by the words of the Act of Parliament, upon which he was commenting; "it shall be lawful for the Court if it shall think fit." We know that the words "shall be lawful" have sometimes been construed to be imperative; but there the Master of the Rolls is express, saying, it is perfectly plain and clear that the question is one absolutely and entirely for the discretion of the Court. So I think in the other case, The Union Bank of Calcutta, the Vice-Chancellor is quite as express, and asserts the absolute discretion of the Court, dismissing the petition without prejudice to any other proceeding. That is rather a stronger case. Now then, as to these Acts of Parliament under which we are proceeding, they are also express and explicit on this point. First, companies may be wound up by this Court. Then there is a provision that they may be wound up voluntarily. Upon that it seems to be contended, as far as I could make out the argument, that if the proceedings to wind up voluntarily were not in strict accordance with the Act of Parliament, that the discretion in this Court as to winding up was not at an end; that if the proceedings to wind up voluntarily were informal, then it was compulsory on this Court to make an order to wind up the Company. I think Mr. Linklater said that then the petition is without an answer. There is nothing to justify that:—the mode of proceeding for winding-up is pointed out; and then there is this provision, and a very good one, saying, that this Court may, if it think fit, upon a petition to wind up, adopt the former proceedings and add to them, as has been done in a case that was cited to me in this Court. The Court may adopt the former proceedings, and "instead of making an order that the Company should be altogether wound up by the Court direct that the voluntary proceedings to wind up should continue, but subject to such supervision of the Court, and with liberty to the creditors, contributories, or other persons to apply to the Court, and generally upon such terms and subject to such conditions as the Court thinks just." That is perfectly correct; but it is also said that in determining that there are very important clauses in the Amendment Act of 1858. It is in the 2nd section, which I will read. "That in determining whether the Company is to be wound up altogether compulsorily, or under the provisions

of the said 19th section, the Court may have regard"—and this is the important part of the section—"to the wishes of the majority in number and value of the creditors, as proved by sufficient evidence." Now let us pause and ask what are the wishes of the majority in number and value of the creditors. There are only two creditors, who know perfectly well that they will be paid if it goes on under this voluntary winding-up, and they know perfectly well that they need not be paid if Mr. Walter is allowed to proceed in his object. Under these circumstances I think there cannot be any question as to what are the wishes of the creditors. In this case, from first to last, I cannot bring my mind to entertain a doubt of what I ought to do. I regret it very much, first, because the petitioner is a gentleman of the profession to which I belong myself, though not in the same branch of it; I regret exceedingly that he asks the Court to inculpate and impugn the conduct of some of the first men in the profession of the law. That is not to be lightly done. It is not to be said that these gentlemen, who lent their names and became members of a board of this description, neglected the duty which they assumed, or did that which they ought not to have done. These gentlemen are the counsellors and advisers of a very large portion of the country. I have no doubt among these names are to be found persons whose counsel is taken by hundreds upon matters the most interesting and most dear to them, and can it be said that one member of the profession, a debtor to them, who does not pay them the £10 which he owes them, is to come forward and say, "you have misconducted yourselves; you have neglected the duty imposed upon you, and I therefore ask that the company may be wound up." I utterly dissent from such a proposition. There is neither expediency nor necessity in the measure, and there is no justice in it, and I **DISMISS THE PETITION WITH COSTS.**

(Before Mr. Commissioner HOLROYD.)

**Feb. 11.—In re Van Appen.**—This debtor executed a composition deed with his creditors generally, but one of them was dissatisfied, and obtained an adjudication. At a meeting held under the 110th section, a majority of the creditors resolved that the proceedings in bankruptcy be suspended, and that the deed, as originally executed, be continued. At a second sitting duly convened, the resolution was confirmed.

Mr. Walter now appeared for a dissentient creditor, and asked the Court to set aside the deed. He objected that the deed was executed before the bankruptcy, that the deed was improperly drawn, and that the trustees were not fit and proper persons for the office.

Mr. Saygood, for the trustees, contended that the Court had no power to interfere with the resolution of the creditors. The resolution having been come to, and having been duly certified by the registrar, the Court had no right whatever to interpose.

The COMMISSIONER did not think, even supposing that there were anything in the objections, that he had any jurisdiction to interfere. The creditors had come to a resolution under the 110th section, and the Court had no right to say whether it was right or wrong, proper or improper. It was true that had the proceedings been under the 185th section the Court would have had a discretion, but under the former clause there was none.

Application refused without costs.

(Before Mr. Commissioner EVANS.)

**Feb. 11.—In re Haughton.**—In this case an application was made under the 197th section of the new Act, for a summons for the attendance of a mortgagee. The debtor had executed an assignment for the benefit of creditors in the form given in schedule D of the new Act. The assent of three-fourths in number and value of the creditors had been obtained thereto, and registration had been effected. A mortgagee of the debtor's property claimed a larger amount than that admitted by the trustees, and it was desirable that the claimant should be examined.

The COMMISSIONER ordered the summons to be issued.

#### INSOLVENT DEBTORS' COURT.

#### BANKRUPTCY AND INSOLVENCY.

The financial crisis continues in Portugal-street with unabated severity. Another week has passed away, and the unfortunate officials of the court are still unpaid their last quarter's salaries, now a month overdue, and, while continuing

to discharge their daily duties, are not receiving the price of their daily bread. It is obvious that persons so employed in a public department, usually receiving their incomes on a fixed day, must make all their pecuniary arrangements depending upon the hitherto certain receipt of those incomes. That calculation has in the present instance been found to be erroneous, and the result to the unlucky officials is not only disagreeable but absolutely painful. One member of the establishment has actually been arrested, and, after undergoing two days' incarceration, owed his release only to the intervention of his friends. Several have been served with writs on account of debts which, had faith been kept with them, they would have been enabled duly to discharge. County court summonses are rife, policies of insurance are lapsing, and loans at usurious interest for present subsistence have become the sad necessity of many, thereby entailing, at the very least, heavy loss in addition to grievous inconvenience to persons who thought themselves justified in expecting that the servants of a public department would not be the victims of official neglect or imperfect legislation. It can hardly be believed that to the latter cause is assignable the present difficulty, for, as we mentioned last week, the Parliamentary grant for the expenses of this court was voted in last year's estimates, but that grant is now payable only to the Chief Registrar in Bankruptcy. The commissioners of this court have, it is understood, recently had an interview with the Lord Chancellor upon the subject, but no practical result seems to have followed. Cold sympathy unaccompanied by ready money is of little value. The creditors of these unhappy public servants will no doubt readily give the former; but they require, not unnaturally, payment of their claims in a more tangible shape. There seems to be a great difficulty in ascertaining the cause of all this trouble, but there is none in discovering the amount of hardship and actual misery it has inflicted upon some forty or fifty persons, many of whom receive very small incomes, and most of whom have been for very long periods employed in the public service. One thing is quite certain, that if the present state of affairs continues, some of the officers of the Insolvent Debtors' Court will unavoidably be transferred to Basinghall-street in a manner not contemplated by the Legislature when giving its sanction to the new Bankruptcy Act.

### Parliament and Legislation.

#### HOUSE OF LORDS.

#### NOTICES OF MOTION.

The LORD CHANCELLOR to call attention to the subject of the title to land and its transfer (Monday, 17th February).

#### HOUSE OF COMMONS.

*Friday, February 7.*

#### HIGHWAYS.

Sir G. GREY moved for leave to bring in a bill for the better management of highways in England. The bill was identical in principle, and similar in most of its details, to the bill abandoned three years ago by the hon. member for Leominster.

Mr. BARROW most reluctantly consented to the introduction of such a bill, inasmuch as it proposed to take away the power of local government from parishes, and to place the control of the finances of the parish in a body mainly nominated by the Crown. The Bill was opposed to the principle of the Constitution—that the people should be taxed either by themselves or by their representatives.

Leave was given, and the Bill was subsequently introduced.

*Monday, February 10.*

#### ALLOWANCES TO WITNESSES AT SESSIONS, &c.

Mr. EGERTON asked the Home Secretary whether he intended to introduce during this session any Bill in relation to allowances to witnesses at sessions and assizes.

Sir G. GREY said that the commission which had sat on the subject had reported in favour of the scale previously adopted, but recommended that the magistrates should reverse the scale, so as to provide that the payments for the future should, in certain cases, be defrayed out of the county rate. A Bill was introduced last year to carry the recommendation into effect, but was dropped owing to the lateness of the session. He proposed, on an early day, to re-introduce that Bill.

#### INTERNATIONAL AND MARITIME LAW.

MR. COBDEN gave notice that on an early day he would bring under the notice of the House the subject of international and maritime law as it affected the rights of belligerents and neutrals.

*Tuesday, February 11.*

#### COMPENSATIONS FOR ACCIDENTS.

MR. AYRTON moved for leave to introduce a Bill to amend the law relating to the recovery of damages by workmen and servants, and of compensation by the families of workmen and servants killed by accidents.

The ATTORNEY-GENERAL had no intention to oppose the introduction of the Bill, but he hoped his hon. and learned friend had carefully guarded himself against unduly and unjustly extending the responsibilities of masters.

Leave granted.

*Thursday, February 13.*

#### MERCHANT SHIPPING ACT.

In reply to Sir H. Stracey,

MR. M. GIBSON said that the Government intended to bring in a Bill on an early day to amend the Merchant Shipping Act, especially with relation to the liability of owners.

#### JOINT STOCK COMPANIES.

MR. GIBSON, in reply to Mr. Salomons, stated that the Government intended to bring in a Bill relating to this subject.

### Correspondence.

#### MR. E. W. COX AND HIS DOINGS.

Your friend Mr. Cox, of the *Law Times*, and also (as your correspondent Z. informs us) of the *Clerical Journal* and the *Sportsman's Calendar*, will now, I think, have to make his election between the sporting, the religious, and the legal worlds. By this time he must see that what pleases one of his constituencies may not suit another. His notorious circular would, no doubt, command the admiration of that class of his supporters that haunts the corner of Shoe-lane, but it has received the repudiation which it deserved from an honourable profession, as your columns testify, and as I can assert from my own experience. Mr. Cox's last move in the legal world is hardly worthy of one who aspires to instruct so shrewd and sharp a community as that which belongs to the Turf. No doubt he thought it a very clever thing to have a puppet among the shareholders of the *Law Newspaper Company* whom he might twist and turn as he liked to his own advantage; and he appears to have considered his petition in bankruptcy so cunning a contrivance that while the matter was still pending, and, therefore, hopeful, he threw off the mask of concealment, and was so unfair as to publish a number of statements which you had previously proved to be false, and was audacious enough to make insulting charges against a number of gentlemen, every one of whom is very far superior to him in every respect. His shameless device, however, has recoiled upon himself, and he now has the further disgrace of his abortive proceedings in the Court of Bankruptcy. I am told that Mr. Commissioner Goulburn found it difficult to repress his indignation when delivering his judgment on Monday last. The only pity is, that the "whipping" did not fall on the right shoulders; and that the real instigator of the proceedings was allowed to shelter himself under his concealment. I am glad, however, that the petition was presented, as it brought out the fact distinctly, that out of the entire body of the shareholders there was not one who did not repudiate the conduct of Mr. Cox's nominee. It appeared that he, too, sent out a circular to all the shareholders, soliciting their co-operation; that only one out of the entire number (about 180) thought him worthy of even a reply; and that the single shareholder who acknowledged the receipt of the circular refused to have anything to do with Mr. Walter or his proceedings. What, then, shall be said of the letter which appeared in the *Law Times* last week, signed "A Third Victim"? Who can have the least doubt that it is the production of the same hand that wrote the mendacious circular of November last; and that it affords but another illustration of the utter unfitness of Mr. Cox to represent an honourable profession? Last week, in one of his characteristically impudent articles, he says that "instead of charging the petitioner with being a cat's paw, it would

be more creditable to the directors to give a public answer to the charges which he prefers against them." He also speaks of him as being "one of the victims whose property is at stake." Was there ever such effrontery? Mr. Walter, it now appears, was a defaulter to the company for unpaid calls, and that the entire amount of his "property at stake" was £10 for calls which had been paid. Is it any wonder that the learned commissioner should give expression to the general indignation of the entire profession at such a proceeding? *Quonque tandem abutere, &c.* If Mr. Cox knows the meaning of this quotation, he will have the wisdom, as soon as possible, to devote himself entirely to the interests of his "sporting" admirers, where, perhaps, he may find some toleration for conduct that can excite nothing but indignation amongst English lawyers.

ONE OF THEM.

## GRESLEY v. MOUSLEY.

The late decision in *Gresley v. Mousley*, noticed in your Journal of the 25th of January last, is, as you well remark, of "great interest to solicitors" who have any dealings with their clients; and in many cases it is difficult, without some precaution, to preserve for twenty years evidence of payment of money beyond that of an indorsed receipt, hitherto held to be sufficient.

A plan suggests itself to me, upon which the opinion of your readers is invited—viz., to incorporate in the usual indorsed receipt a *description of the money paid*, as notes or gold, or a copy of the cheque or draft, as the case may be—a plan which would probably enable the survivors or representatives of a deceased solicitor to trace the actual payment without difficulty.

GULIELMUS.

## COUNTY COURTS.—JURISDICTION AGAINST EXECUTORS.\*

In the case of *Fuller v. Mackay*, 2 Ell. & Bl. 573 (which was an action for a legacy), the executors having renounced, letters of administration were granted to the defendant by the Pre-rogative Court of Canterbury. The will was made within the jurisdiction of the county court of Kent, and the estate of the testator was being administered in London, where the bulk of the assets would be realized.

On a motion for a prohibition, it was held that the cause of action did not arise in the district of the county court of Kent, within sect. 60 of 9 & 10 Vict. c. 95, and as the defendant did not dwell or carry on his business in the district within six months of the date of the summons, the Court had no jurisdiction.

I presume, though your correspondent J. N. C. does not say so, that the action mentioned by him was brought in the district within which the executor or administrator dwelt or carried on his business, and if so, it would appear, according to the above-mentioned case, to have been rightly brought, and that it is immaterial within what district the grant of probate or letters of administration was made.

W.

## COUNTY COURT—BILLS OF EXCHANGE ACT.

A client of mine defended an action brought against him in the county court here on a bill of exchange. The summons was taken out under the Bills of Exchange Act. The plaintiff was non-suited. On taxation of costs, I claimed costs for drawing and filing affidavit for leave to defend, and argued that, as the plaintiff had imposed on the defendant the duty of filing the affidavit, the former could not object to the costs. The plaintiff's attorney, however, objecting, the registrar decided that he had no power to allow them, and consequently struck them out.

I should be obliged if any of your readers would favour me by stating what is the practice on this matter in their several courts. It is the first instance of a successful defence under the Bills of Exchange Act in the court here. It does seem hard that the defendant should be compelled to pay the costs in question.

R. N.

ESSAYS AND REVIEWS.—An official intimation has been conveyed to the proctors of the Rev. James Fendall, the promoter of the second suit in the matter of "Essays and Reviews," that the articles which have been filed against the Rev. Henry Bristow Wilson, B.D., will be opposed on their admission.

## Recent Decisions.

## HOUSE OF LORDS.

## CONDITIONAL LIMITATION—EFFECT UPON EXECUTORY GIFT OF THE FAILURE OF A PRIOR GIFT.

*Hall v. Warren*, H. of Lds., 10 W. R. 66.

Although the decision in this case cannot be regarded as establishing any new principle in the construction of wills, yet it points to an important distinction which has long since been established as governing a large class of executory gifts. It is not necessary here to do more than remind the reader of the well-established distinction between contingent remainders and executory gifts. An executory devise has been defined to be a limitation by will of a future estate or interest in land, which cannot, consistently with rules of law, take effect as a remainder. An executory gift, although in terms it is intended to be future in its operation, yet, from the non-existence of the object at the testator's death, may take immediate effect; and the gift may not only be executory, but also conditional—that is, the executory gift over may depend upon the happening of some prior event, or the fulfilment of some prior condition; and it is in respect of this distinction that the decision of the House of Lords in *Hall v. Warren* deserves particular consideration.

The question in such cases always is, when the prior gift fails *ab initio* ex. gr. by reason of the death of its object in the testator's lifetime, whether the gift over was meant to be conditioned by something in the prior gift which was not fulfilled? The first and leading case in reference to this distinction is that of *Jones v. Westcombe*, 1 Eq. Cas. Abr. 245, pl. 10, where a testator bequeathed a term of years to his wife for life, and after her death to the child she was *enceinte* with, and if such child should die under twenty-one then over. It turned out that the wife was not *enceinte*; and after an arduous conflict between the Court of King's Bench and Common Pleas, it was finally held that the bequest over took effect.

In *Hall v. Warren* there was a devise over in the event of a charity omitting to perform a certain act. The prior gift to the charity failing by reason of the Statute of Mortmain, the question was, whether the gift over took effect. The gift over was not in terms upon a general failure of the charitable intention, but only in the event of its failing in a particular way—viz., by reason of the non-appointment of trustees, or of a scheme by the parish. Vice-Chancellor Wood considered that the case was the same as one where a gift had been made to a nonentity, and then a gift over; and, therefore, held that the gift over was good, and his decision upon this point was upheld in the House of Lords. "If," said the Lord Chancellor, "it can be supposed that the testator meant the limitation over to take effect only in the event of the preceding limitation failing in one particular way, this may be considered to be strictly a condition; and, unless the condition is fulfilled, the limitation over fails; but it is quite clear that the testator here meant a conditional limitation over on the failure of the prior limitation, howsoever that failure might happen." In the well-argued case of *Underwood v. Wrigg*, 4 De G. M. & G. 633, s. c., 3 W. R. 228, there was a gift over "in case my (the testator's) wife shall die in my lifetime;" and on behalf of the next of kin it was argued that this was a conditional gift, and that the legatee could only take upon the happening of the event on which the condition rested; but, on the other side, it was contended that the words did not imply a strict condition, but only manifested the testator's intention as to his property in the event of his wife not becoming entitled to it. Lord Cranworth there held that the gift over was dependent on the event of the testator surviving his wife—in other words, that the legatee did not become entitled from the mere fact of the gift to the wife failing to have practical operation. The following is a useful statement of what has been established by the cases which were cited on the other side in support of the proposition, that if from any cause whatsoever the prior gift cannot take effect, the second or alternative gift becomes operative. "All these cases," said his Lordship, "may, I think, be classed under two heads—first, cases where there is a prior particular interest given, and then, on the death of the devisee or legatee in remainder under age, there is a gift over, and the gift over has been held to take effect, though the first taker never came into existence, and so could not fulfil literally the condition of dying under twenty-one; and secondly, cases where a devise or bequest is made with an obligation imposed on the devisee or legatee to do some act, in default of which being done there is a gift over. If the legatee or devisee dies in the testator's lifetime, there the gift over has been held to take effect."

## COMMON LAW.

AMENDMENTS AT NISI PRIUS—15 & 16 VICT. C. 76, s. 222  
—NON-JOINDER OF WIFE.

*Garrard v. Giubelei*, C. B., 10 W. R. 213.

Some of the cases on the clauses in the Common Law Procedure Acts as to amendments of the record, and particularly as to the construction of 15 & 16 Vict. c. 76, s. 222, may be termed (in allusion to another branch of the law) *disabling* decisions, others *enabling* ones. The latter are by far the more numerous class, inasmuch as the spirit both of our legislators and judges is, at the present day, eminently a liberal one; but the present case is an instance in which those provisions have most properly received a restrictive construction. The action was brought for goods supplied to the defendant's wife; but at the trial it appeared they had been supplied to her *dum sola*, and thereupon application was made for leave to add her name as a co-defendant. The reason for this application was that as the law stood before the Common Law Procedure Act, 1852, and as it still is, notwithstanding that statute, it is essential to join the wife as a co-defendant in suing the husband on a contract entered into by, or on a demand accruing against, her before marriage; and this whether the cause of action were (as in the present case) complete before marriage, or had its inception before and its completion afterwards, as in the case of a promissory note given by a *feme sole* who marries before it becomes payable. It is said that the husband, in such cases, cannot be sued alone even if he expressly promises to pay, provided there be no new consideration (*Mitchinson v. Henson*, 7 T. R. 348), and the mistake may be taken advantage of under any plea (such as the general issue) which denies the contract declared on. In the present case the judge presiding at the trial conceived he had power to amend as desired, and accordingly made the necessary correction of the record, and the plaintiff had a verdict; but leave was reserved to the defendant to move that a nonsuit be entered instead; and the validity of the amendment was thus brought before the Court for their decision.

It was admitted that the Common Law Procedure Act, though it contained several provisions for correcting mistakes made in selecting the proper *plaintiffs*, had no clause expressly allowing the name of any *defendant* to be added; though by sect. 37 a defendant improperly joined may be struck out; but it was contended that the power to make such addition, in order to determine in the existing suit the real question at issue between the parties, was conferred on the judge at Nisi Prius by the 222nd section. To this the Court replied that the question requiring consideration was whether the circumstance that the person sought to be added as a co-defendant was the wife of the original defendant made any difference: for as to bringing in a *stranger* at the trial, that would clearly be "a glaring injustice." But the Court were of opinion that the circumstance of the defendant who was proposed to be added happening to be the wife of the original defendant, did not really affect the matter; and that bringing in any party to defend at that stage of the proceedings was beyond the principles of amendment. The rule for a nonsuit was consequently made absolute.

It may be added to what fell from the Court, and as an additional reason for the course adopted, that under certain circumstances, as where the wife has separate property of her own, the joining her as defendant against her will at the trial might well be productive of the greatest hardship; for she would have no opportunity of raising any defence (such as a discharge under the bankrupt law) and on a judgment passing against her and her husband, she might be taken in execution. Nor, under the circumstances supposed—namely, her possession of property not under the control of her husband—would she be ordered to be discharged from such execution, as she would be if she had no such property. (See *Ivens v. Butler*, 7 Ell. & El. 159.)

## PARTIES TO ACTIONS—LIABILITY OF SUB-CONTRACTOR.

*Butler v. Hunter*, Ex., 10 W. R. 214.

In order to make one man liable for the wrongful conduct of another, which has occasioned injury to a third party, the material point is to establish that the person by whom the act was committed stood in the relation of *servant* to the defendant in reference to the act done; though the defendant may be thus liable if the general relationship of master and servant did not exist between him and the person by whom the act was done, by reason of his personal interference. A well-known leading case on this subject is that of *Lougher v. Pointer* (4 B. & C. 548), where the majority of the Court of

Queen's Bench held that the hirer of job horses was only liable for an accident caused by them if he himself interfered with the manner in which they were driven, but that otherwise the responsibility fell on the job master whose servant the driver of such horses must be held to be; and the principle was afterwards confirmed in *Quarman v. Burnett* (6 Mee. & W. 499), and in many other subsequent cases. A party, then, who has been injured may either proceed against the person actually injuring him, or against the employer of such person. But he cannot go further, and sue the person who directed the work to be done, without knowing who was to be employed in its actual conduct. For such person can, in no sense, be deemed the master of the person by whom the injurious act was done; and, therefore, in such cases only the actual party or the middle man can be sued. *Rapson v. Cubitt* (9 Mee. & W. 719) is a useful illustration of this rule. There the defendant was a builder employed by the committee of a club to fix some gas fittings, and he sub-contracted with B., a gas-fitter, to execute the work. An explosion took place in consequence of the negligence of B.'s workmen, and the defendant was held not to be liable, as between him and the workmen engaged by B., the relationship of master and servant did not exist. In all such cases the *sub-contractor*, and he only, is the person liable.

Of the above principle a great variety of illustrations might be drawn from recent decisions; and among these the present case is a useful one to be noted. It was an action brought against a man for injuries occasioned to the plaintiff by the improper and careless way in which the defendant's house was taken down. But it appeared that the defendant had employed a builder to take down the house; who accordingly engaged workmen, by whose carelessness the accident happened. It also appeared that the defendant had not himself personally interfered with the work. Upon these facts the judge directed a non-suit, which was held correct by the Court. Indeed, according to the cases, the point is so extremely clear that it is a matter of some surprise and regret that leave to move should have been reserved, and thus increase the costs already incurred. It is true that at one period a *peculiar* degree of liability was held to attach to the occupiers of houses and buildings, and they were thought liable for the conduct of all those whom they either meditately or immediately brought on their premises. It was on this principle that the case of *Bush v. Steinman* (1 Bos. & P. 404) was decided, but that case has long been determined not to be law; and this exploded doctrine should not (as it probably was) have been relied upon by the plaintiff in the present case.

## The Provinces.

LIVERPOOL.—*In re John Holden, an attorney*.—At the Court of Bankruptcy, on the 10th inst., Mr. Commissioner Perry gave judgment in the case of this bankrupt, an attorney in Liverpool, whose application for order of discharge had been opposed by Mr. Charles Pemberton, on behalf of Messrs. Wright & Venn, of London, and by Mr. Harris, of Preston. His Honour said—Notwithstanding that the case of this bankrupt, who presented petition against himself, which before the Act would have been properly presented to the Insolvent Court, has occupied the attention of the Court for several days, yet it has been much narrowed by the argument, for, although Mr. Pemberton, who appeared for Messrs. Wright & Venn, contended that, under the second and third branches of the 21st section, the Court was bound to direct the bankrupt to be prosecuted for a misdemeanour, I agree with Mr. Almond, who appeared in support of the bankrupt's case, in the opinion that, whatever might be the view taken by the Court of the bankrupt's conduct, that section applies only to the acts or things which a bankrupt shall do after the commencement of the Act, and has not any retrospective operation whatever. This being my opinion, I have only to look at the evidence with a view to the provisions of the 159th section, and am thus confined to consider the conduct of the bankrupt before and after adjudication, and the manner and circumstances in and under which his debts have been contracted. In this case, I am of opinion that the bankrupt could not have had, at the time his debt of £200 was contracted with Messrs. Lodge and Harris, any reasonable or probable ground of expectation of being able to pay it; and also that his insolvency is in part attributable to extravagance in living; and that his conduct in neglecting to look into his affairs properly—no

balance-sheet having been prepared showing the state of them from 1855 to 1860—has been very reprehensible; and also that his conduct with respect to the statement of accounts filed in this court exhibited the greatest degree of negligence, to use no stronger term; and that his conduct also in giving information to the officer of this court who went to take possession of his effects, that there was nothing belonging to him, but that it was his sister's, and that there was an inventory taken of all, as to which last the bankrupt offered no explanation whatever, merits the strongest censure of this Court. By reason, then, of the mode in which the debt of £200 to Messrs. Lodge & Harris was contracted, and by reason of the several cases of conduct before mentioned, I think that the bankrupt is not entitled to an immediate order of discharge, but that the order of discharge must be suspended for two years, and that no protection ought to be given until the expiration of six calendar months. Application was then made for protection for twenty-one days, with a view to the bankrupt appealing to the Lords Justices. The Commissioner, however, only granted protection for ten days, with leave to apply for a renewal for a longer period.

**OLDBURY.—Attorneys' Clerks Pleading in County Courts.**—On the 5th instant, at the sitting of the Oldbury County Court, before Allan McLean Skinner, Esq., Q.C., Mr. Ebsworth called his Honour's attention to the practice of permitting unqualified advocates to address the Court. This practice, he said, had been checked by Sir Walter Riddell, Bart., the judge of the North Staffordshire County Court, who had insisted on a compliance with the terms of the Act of Parliament and Rule of Court defining what persons should be admitted to advocate. Mr. Ebsworth referred to the 10th section of the Act of 15 & 16 Vict., cap. 54, which enacts that it shall be lawful for the party to the suit or other proceedings, or for an attorney of one of her Majesty's superior courts of record, "being an attorney acting generally in the action for such party, but not an attorney retained as an advocate by such first-mentioned attorney," to address the Court. Mr. Ebsworth also referred to the 88th rule, which decided that the Act of Parliament shall apply to all proceedings in insolvency, and for protection, "and to all other matters which may come before the Court," and went on to state that a practice had become prevalent of attorneys employing clerks, who were admitted attorneys, to practise as advocates in the county courts, and the learned judge (Sir Walter Riddell) had determined not to permit such clerks to address the Court, and had invited his registrar to direct attention to all attempts to evade the rule. This being the case, and as it appeared anomalous to have one practice in North Staffordshire and a different one in South Staffordshire, it was desirable his Honour's attention should be directed to the subject, with a view to uniformity of procedure consistent with the Act of Parliament. His Honour said, that although a laxity had hitherto prevailed, yet the Act was plain and imperative, and he should rely on the profession assisting him to carry out its provisions. At the same time, on being appointed judge, he had found a state of things existing which was inconsistent with the law, and therefore he should consider the matter with reference to the future practice of the Court, having regard to the proceedings which may be now pending.

### Foreign Tribunals and Jurisprudence.

#### FRANCE.

The Imperial Court of Paris recently gave judgment on an appeal from a decision of the Tribunal of Chalons, which condemned a. M. Hadot to a fine of 16f. for having added his wife's name, d'Orville, to his own, in several legal documents which he had to sign, and further directed that mention of the judgment should be made in the margin of the registry of the birth of M. Hadot's children born before the year 1858, when the recent law against the assumption of additional names came into force. An appeal was lodged against that decision, both by M. Hadot and the Procureur Impérial. M. Hadot's counsel pleaded that his client had only taken his wife's name to distinguish himself from a number of persons bearing the name of Hadot, and not from any desire to pretend to noble birth by the use of the particle *de*. Also, that the Tribunal of Chalons had no right to order mention of the judgment on the margin of his children's registry, since they were born in 1850 and 1858, and the names legally given to them at the time could not be affected by a law passed in 1858. The Procureur

Impérial, on the other hand, declared that as M. Hadot had persisted in using the addition of d'Orville (though his wife's family name was only Dorville), after being officially informed of its illegality, and had so signed the deliberations of the municipal council and other public documents, the penalty of 16f. was altogether insufficient; and he further maintained that the mention of the judgment ought to be made on the registry of the children, otherwise it would result that M. Hadot could give them an apparently noble name which he had no right to bear himself. The Court, considering that the penalty inflicted by the Tribunal of Chalons was insufficient, condemned M. Hadot to a fine of 500f. for having, after being duly warned of its illegality, signed several public documents with the assumed name of "d'Orville" added to his own, and further directed that mention of the judgment should be made in the margin of all documents so signed since 1858, but not in those previously to that date, as the new law had no retrospective power. M. Hadot was also condemned to pay all costs.

An appeal from a judgment of the Tribunal of Première Instance came on for hearing before the Imperial Court on Saturday last, in which the parties interested were Mr. Phalen, a wealthy American, residing in Paris, and M. Troyon, the proprietor of a house, in which the former occupied furnished apartments. Early last year M. Troyon inserted the following advertisement in the journals:—"To be let, handsome apartments, furnished, occupied by Mr. and Mrs. Phalen, at 43, Rue de l'Université, at a rent of 30,000f. a-year." Mr. Phalen did not approve such publicity being given to his name, and, after protesting in vain against the continued insertion of the advertisement, he sued M. Troyon for damages, which were laid at 5,000f. On the other hand M. Troyon, who wanted to let his apartments sued Mr. Phalen for 15,000f. damages, because he had refused to allow intending purchasers to see them. In giving judgment on these cross-actions the Tribunal decided that, as Mr. Phalen's occupancy did not expire till the 1st of October, he was not bound to admit persons to see the apartments until after the 1st of July, whereas the advertisements were inserted in February; that the introduction of Mr. Phalen's name was altogether unjustifiable; that Mr. Phalen had, by these proceedings on the part of Troyon, been troubled in the peaceful occupancy of his lodgings, and was entitled to compensation; that Troyon's complaint of a refusal to show the apartments was unfounded, as he had no right to send persons to see them until he had given due notice to the occupant that they were to be let. The Tribunal therefore decided that Troyon must omit the name of his tenant in all future advertisements, and condemned him to pay 200f., with all costs of suit. Against that judgment M. Troyon appealed, but the Court confirmed the former judgment.

Any person who requires evidence of the solicitude with which England watches over and protects her subjects, even the meanest of them, in whatever part of the world they may be, will find it in the following occurrence:—At the last assizes of the Bouches-du-Rhône two English sailors were tried for murder. The Court appointed M. Bouteille as advocate to defend them, and they were acquitted. The English Consul at Marseilles hastened to Aix to thank the advocate, and offer him his fee, which he declined to accept, and the Consul left with the two sailors, whom he sent to England. Shortly afterwards M. Bouteille received a case containing a collection of English laws, in five volumes, richly bound, and bearing Queen Victoria's arms, and the inscription—"The English Government to M. Martial Bouteille, advocate at Aix, in recognition of the talent, zeal, and disinterestedness with which he defended its subjects."

The Civil Tribunal of Tours has recently been engaged in an action very singular in its character, and affording a curious illustration of the manners and laws of France. The action was brought by the Baron and Baroness de L—— and their son, M. Georges de L——, to have the marriage of the latter with Mlle. Françoise G——, the Countess de R——, a lady well known both in Paris and London, declared null and void. M. Georges de L—— had travelled in the south of Europe to recruit his health and character. He had been away from home about six months, when, in September, 1859, his mother received from him a letter, acquainting her that he had fallen in love with a lovely Swiss widow—rich, handsome, and pro-

vided with a pledge of the affection of her former consort in the shape of a little girl about eight years old, and winding up with a request that she and his father would give their consent to his marriage with this paragon of widows. His mother, however, treated the matter as a joke, and withheld her consent. Her son continued to correspond with her, but his letters contained no further allusion to his fair enchantress. This silence having aroused the suspicions of the baroness and her husband, inquiries were set on foot, and it was ascertained that their son was living with the Countess at Turin.

Simultaneously with this Mme. de L—— learnt that her son and his bride elect had withdrawn to Locarno, in Switzerland, in a country house belonging to M. Brofferio, the great Piedmontese advocate. She also obtained from Paris full particulars regarding the past life of the so-called Countess de R——. Hearing that the marriage was soon to take place, the parents lodged a complaint against it in the hands of the governor of the canton of Ticino, and at the same time informed the son that they forbade the banns, that they would exert themselves to have the marriage annulled, and that they would cut him off with a shilling. In spite of all this, the marriage was duly celebrated, and eight days afterwards, M. Georges de L—— crowned this piece of folly with another still more egregious—he acknowledged as his own legitimate child the bastard offspring of his wife with some previous lover. The property of the Countess of course turned out all moonshine, and after being reduced to the greatest extremities the husband enacted the part of the prodigal son. He deserted his wife, returned to his parents, and joined in the present application to have the marriage annulled.

This, in short, is the story as presented by the counsel for the plaintiffs, but the advocate for the defendant, the "Countess," presented matters in a very different light, and, what is more, proved his case by documentary evidence, which represented the conduct of M. Georges de L—— in the blackest colours. He did not attempt to whitewash his cliente but contrived very effectually to blacken her husband. He proved that in Italy M. Georges de L—— had been in the habit of paying court to a variety of young ladies, and swindling their papas out of various sums of money. At Turin he was reduced to the verge of starvation when he fell in with his old acquaintance the Countess de R——, who had at that time a large sum of money by her, and was well provided with clothes and jewellery. For five months he lived with her at Turin, and entirely at her expense. His extravagant habits soon got through her stock of ready money, and he gave evidence showing that she had sold and pawned her effects to provide for his expenses. She had consented to do all this in consequence of his promise to marry her. M. Brofferio (said the counsel) had behaved most handsomely in the matter. He had lent money to M. G. de L——, and the latter had actually borrowed money from his wife's father to repay it. After the marriage he had deserted his wife, and his cowardice in doing so was on a par with the baseness of his previous conduct. This was not the case of a young and inexperienced man fallen into a trap artfully laid by a scheming adventress. He was eight-and-twenty, and whatever deceit had been practised, had been at the expense of the Countess de R——. The advocate then proceeded to argue the law of the case, pleading that it should be held that in this instance *locus regit actum*, and adjuring the Court not to give a profligate and heartless schemer the benefit of a law intended to protect innocence and inexperience from the designs of mere fortune-hunters.

The Procureur Imperial insisted that neither party were entitled to any relaxation in the administration of the law on their behalf; but the Court, after a long deliberation, was unable to come to a decision, two of the four judges pronouncing for the validity of the marriage and two against it. The Court therefore ordered the case to be re-argued before them on a future day.

This case has excited considerable interest in Paris, where the two principal parties are well known.

The great legal question whether the French Civil Code prevents the marriage of priests remains for the present undecided. The Court of Périgueux, after hearing a most brilliant argument from M. Jules Favre on behalf of M. Bron de Laurière, a priest whom the mayor refused to marry, and after an expression of opinion by the Judge-Advocate against the priest, found itself unable to pronounce a judgment, two judges being in favour of the plaintiff, and two against him. In consequence of this division the case will be argued again next month, with an additional judge on the bench.

## Reviews.

*The Bankruptcy Act, 1861, and General Orders in Bankruptcy, with Notes and a full Index.* Edited by WILLIAM DOWNES GRIFFITH, of the Inner Temple, Esq., Barrister-at-Law. H. Sweet. 1862.

There can hardly be a more embarrassing task than to edit an Act of Parliament which interferes with and disarranges an important branch of law, without substituting any well-considered and consistent system in its place. The recent Bankruptcy and Insolvency Act, while it adds to, displaces, and otherwise varies, much of previously existing law, attempts nothing like its consolidation or re-arrangement according to the requirements of the new enactments. It is not surprising, therefore, that the Act has given rise to many difficulties, or that so careful an editor as Mr. Griffith should often find himself at a loss how to reconcile its provisions, and those of the Acts of 1849 and 1854, with so much of which as remain unrepealed the Act of 1861 is to be "construed together." Even if it were possible to discover how much of the former two Acts "remain unrepealed," an all-pervading element of confusion in "construing together" these three statutes has been introduced by the interpretation clause of the last of them, according to which several terms used in them all are interpreted differently from the definition of the same terms contained in the interpretation clauses of the former Acts. Mr. Griffith inclines to the opinion that the words in the older Acts are not to receive a new interpretation, but are still to be defined according to the interpretation clauses of the respective older Acts, which we suppose is about all that a lawyer can safely say upon the subject. But in addition to the obscurity thus introduced into the law and practice of bankruptcy, the recent Act is characterised by many deficiencies and ambiguities, the greater part of which Mr. Griffith points out in a very perspicuous manner. He starts with the proposition that "the most that can be done towards aiding in the interpretation and in the practical application of the law in such circumstances, is to suggest where the difficulties, or the most prominent of them, are likely to arise; to show how difficulties of a like nature, if any such have arisen, have been met in other cases; and to point out analogies in the former law, to the doubtful questions involved in the new, and show how doubts have been resolved in such analogous cases." He has not, like some of his predecessors, attempted to include the portions of the former statute law which remain unrepealed, but has confined himself to the points in which the new Act has modified the former law. His work does not profess to be a treatise upon the entire law of bankruptcy, and yet he freely touches upon the older cases wherever it was necessary, either on account of their disagreement or uncertainty, or for the purpose of elucidating the new statute. The main value of the book, however, is derived from the very practical and learned "reading" of the statute itself which it contains. As a general rule, whoever requires to be informed about the old law must consult some other authority; but as an intelligent exposition of the new law this manual has no rival. It is by far the most complete treatise on the subject that has yet appeared; and, although it is comparatively late in coming into the field, the delay is well accounted for by the laborious care and completeness which characterise every page of it. We are unable, as reviewers, to enumerate all the instances in which Mr. Griffith points out important *peculiarities* of the Act of 1861. It will be useful for our readers, however, to be made acquainted with a few of these; and although for the sake of brevity we shall avoid further acknowledgment of our obligations to the learned author of this work we desire at once to confess our indebtedness to him for the greater part of the criticisms upon the Act which follow.

All our readers are aware by this time that non-traders are now subject to be made bankrupt for (amongst other things) making a fraudulent conveyance of property with intent to defraud creditors. The effect of a strange omission in the 70th section of the Act probably is that such a conveyance, if executed out of the country by a non-trader, is not an act of bankruptcy.

Under the judgment-debtor summons clauses, sect. 76, &c., it seems that upon a decree of a court of equity for an order to pay the sum of not more than £20, a debtor might be adjudicated a bankrupt;—sect. 89 which defines the amount of the debt necessary to qualify a creditor to make his debtor bankrupt, applying in terms only to creditors petitioning for adjudication.

Again, a number of difficulties are pointed out arising on

sect. 90, which provides that, in the case of a non-trader, the debt of a petitioning creditor must be, except in certain cases, a debt contracted after the passing of the Act, and a judgment debtor summons, in such cases, must be in respect of a debt contracted or of a liability incurred after the passing of the Act. Does this mean that the judgment has been recovered after the passing of the Act, or that the cause of action accrued after the passing of the Act? Will a *scire facias*, after the passing of the Act, renew for the purpose of issuing such a summons a judgment recovered before?

The effect of giving criminal jurisdiction to the commissioners is commented on also by Mr. Griffith, and a curious probable result suggested—viz., that the Lords Justices' Court may very probably be converted into a criminal court, for the appeal is not confined to the civil side of the Court of Bankruptcy. Also if one party has a right of appeal it would seem the other may have it likewise. This, at least, should not be left in doubt.

With regard to the new act of bankruptcy, by a trader who suffers execution to be levied, there are several points worthy of observation pointed out. In the first instance the execution must be only on a judgment recovered in an action for debt, or a money demand, though there seems no reason, when once the judgment has liquidated the sum, and converted a claim for damages into an actual debt, why any distinction should be retained compelling one to examine the remote root of the action; but waiving this, the sheriff, as is shown, ought not to proceed with the execution if, before the sale, a *petition for adjudication be presented*, and there is nothing to indemnify him if he do; at the same time there is no provision for notice being given to him of the presentation of the petition, and nothing requiring the petition to be followed by an order of adjudication: in fact it may be dismissed so far as the provisions of the Act are concerned. Mr. Griffith has also remarked, with reference to this act of bankruptcy, and the effect of a registrar's adjudication without petition against a prisoner, a difference in the mode of dealing with the property of the bankrupt, for which it is hard to give any reason. Upon an adjudication in the regular course, on an act of bankruptcy, by lying in prison, the act of bankruptcy dates as of the day on which it becomes complete—i.e., the 14th day, or last day of the two months from the imprisonment, as the case may be—and the adjudication by the ordinary rule would relate to that day only, but by the 103rd section, in the case of a registrar's adjudication without petition, the adjudication relates to the day of imprisonment, so as to avoid all intervening acts.

The act of bankruptcy by lying in prison, which, as is well known, is an old act of bankruptcy, has had a change made in it with questionable advantage. At the end of sect. 71 it is provided that no debtor shall be adjudicated bankrupt on such an act unless, having been summoned, he shall not offer security for the debt in respect of which he is imprisoned or detained, thus confining to the execution or detaining creditor the power of proceeding to make the debtor bankrupt, which might have been exercised formerly by any of his creditors.

On the clause as to proof of debt, sect. 151, the departure from the former law is remarked in the case of a debt payable by instalments. The former law allowed a *debitum in presenti solendum in futuro* to be proved, but dividends were only to be allowed on the sum minus a rebate of interest. Now, no provision is made for any rebate of interest, and it would seem that dividends must be paid on the whole proof. Another remark on the same section is, that there is no exception made of debts incurred after an act of bankruptcy, with notice to the creditor of its commission; it seems in such case, if the debt is payable by instalments, and contracted before the filing of the petition, the creditor may prove and receive dividends.

On the removal of a creditors' assignee the official assignee may be appointed (sect. 139) to wind up the estate; but there is no provision to vest in him the bankrupt's estate, which has been devested by the appointment of a creditors' assignee; and a grave question will arise as to where the legal estate is vested, and whether a conveyance will not be necessary to be made by the dismissed creditors' assignee on the matter of relation of the assignee's title to the act of bankruptcy.

The instances of innovation or uncertainty in the recent statute which we have mentioned, do not constitute anything like the entire number of those which Mr. Griffith has pointed out in the work before us. They will be sufficient, however, to assure the reader of its general character. We shall only repeat that it is unquestionably the best work on the existing law and practice in bankruptcy, and that it has the most complete and exhaustive index of any law book we have ever seen.

*A Genealogical and Heraldic Dictionary of the Peerage and Baronetage of the British Empire.* By Sir BERNARD BURKE, Ulster King of Arms. Twenty-fourth edition. Harrison, Pall Mall. 1862.

Sir Bernard Burke has now for some time been a king among the heralds, and it is no wonder therefore, that he is *facile princeps* of genealogical and heraldic writers. This edition of his peerage and baronetage is really a marvellous performance, whether we regard the immense variety of its details the curious learning which it necessarily involves, and the accuracy by which it is characterised throughout. It may be said that a review of such a work hardly falls within our province, and that lawyers have not much to do with the peerage—although few of our readers, perhaps, will make the latter objection when they call to mind the large quota which the judicial bench has contributed to the ranks of our nobility. But however interesting it may be to members of the legal profession to read about the origin and dignities of those who have sprung from the law, it is not upon this ground merely that we recommend the work of Sir Bernard Burke. As a book of reference for lawyers it is invaluable. They can find nowhere else as in this book and his *Landed Gentry* such reliable and complete pedigrees, and such accurate information of the families of their most distinguished clients; and even on such practical matters as are involved in conveyancing it is frequently very useful to be able to lay one's hands upon such a help. Lawyers, moreover, not less than other members of her Majesty's subjects, take an interest in all that relates to our hereditary legislators—who are in fact identified with the legal as well as the general history of the country. In truth, there is no less troublesome or more interesting way of acquiring historical knowledge than by glancing over the pages of such a *Peerage* as that of Sir Bernard Burke. It is full of history written in the pleasantest style from the most interesting point of view, namely, the biographical.

The getting up of the work—its letter-press and binding—is in the very best style of its publishers, who are also famous in their own way.

Sir Bernard Burke's *Landed Gentry* is perhaps better known to the practising lawyer than the work now before us. The two volumes (when the announced new edition of *The Landed Gentry* appears) will together constitute in themselves a perfect library of pedigrees.

#### DISBARMENT OF MR. EDWIN JAMES, Q.C.

We extracted last week at some length without comment from a very interesting article relating to the disbarment of Mr. Edwin James, which appears in the current number of the *Law Magazine*. This article, which is highly interesting in itself, has all the appearance of being written, if not with the express authority, at least with the sanction, of the benchers of the Inner Temple. It was a subject of general complaint when they pronounced their sentence that the entire proceedings were conducted in secret, and that even the very charges against Mr. James were not officially made known, although not only the profession but the general public were of course acquainted with them in all their details. We then urged upon the benchers as strongly as we could the propriety of making some official announcement at least of the allegations against Mr. James. The article in the *Law Magazine* has all the appearance of being a compliance with this request. It mainly consists of a careful and elaborate report of the proceedings before the benchers, of which the writer evidently possesses such full information as to raise the necessary implication either that he is himself a bencher or that the statement is tendered to the profession on behalf of the general body of the Bench; and it appears to have been so received by the public press. The extract which we made last week carried down the proceedings to the 12th of June last. The writer then goes on to relate the benchers' continued inquiry, and states that, "as the examinations afterwards demonstrated, Mr. James's own evidence was a tissue of suppressions, falsehoods, and perversions of fact; and that his accounts of the inculpated pecuniary transactions no more resembled the after-parol and documentary evidence than the moon resembles the sun."

We said last week that Mr. James, in his examination of the 12th of June, consented to the examination of Mr. Joseph Parkes, and desired that he might be summoned as a witness. The writer in the *Law Magazine* then proceeds as follows:—

"The benchers, thus challenged, requested the attendance of all the gentlemen connected with Mr. James's acts in question. Mr. Joseph Parkes, examined by the recorder on the 12th of June in the presence of Mr. James, on being summoned, expressed and repeatedly but 'respectfully' refused to give any testimony unless distinctly permitted by Mr. James; alleging the same reasons stated by Mr. Tallents in a letter of the latter to the committee. Mr. Parkes referred to Mr. James for his reconsideration of the consent for examination. Mr. James thereupon recanting his permission, the Recorder and Dr. Lushington reminded the accused of his recent assent to the summons of Lord Yarborough's advisers: the Recorder pithily reminding Mr. James that it was strange he should now object, as 'I understood you had given us already the account of what passed between you and Mr. Parkes.' Mr. James thus transfixed, answered that if Mr. Parkes chose to be interrogated he should not himself oppose that gentleman's examination. Mr. Parkes distinctly refused such *exonaretur*, repeatedly reminding Mr. James that he should deem himself privileged for Mr. James's sake not to divulge anything except on that gentleman's specific request and full assent. And when Mr. James, again pressed by the benchers, wavered, Mr. Parkes was still dumb; warning the learned gentleman that if he did not consent submit to examination he could only give 'a brief, full, and entire history of facts.' In answer to a succeeding question of the Bench—whether *Lord Yarborough* had any objection to the examination of his advisers—Mr. Parkes answered 'Certainly not.' Mr. James then said, that if it was the *wish* of Lord Yarborough his advisers might be examined, and he himself would not object. Mr. Parkes, evidently not permitting the saddle being put on the wrong horse, answered Mr. James—that the latter, not the noble Earl, must be the consenting party. Ultimately Mr. James, in answer to the Recorder's renewed pressure for consent or dissent, replied, 'I would rather withdraw my dissent if Mr. Parkes thinks I ought to do so.'

The statement in the *Law Magazine* from which we quote then proceeds to show that, although Mr. James discontinued his attendance on the inquiry, he consented to its proceeding, and also to the examination of Mr. Parkes, and continues—

We will now simply give the substance of Mr. Parkes's full and clear evidence. The facts will speak for themselves. They are, summarily—that Mr. James, thus introduced to Lord Yarborough's acquaintance, became intimate with the son; that he first, in September, 1857, Lord Worsley, just of age, for his own exclusive benefit and use, obtained his lordship's co-responsibility to loans in insurance offices for the gross sum of £4,500 or thereabouts, secured on life policies; that some time afterwards in 1858 Lord Yarborough was only informed of his son's involvement by an anonymous letter; that communication his lordship enclosed to Mr. James, and the Earl ultimately referring Mr. James to Mr. Tallents, the noble lord's solicitor. The learned gentleman thus pressed penned the most abject apologies, with solemn promises of an early liquidation of his debt. The correspondence was afterwards put in by Mr. Tallents, and it contained Mr. James's pledge early to relieve Lord Worsley entirely of the whole liabilities. Mr. Parkes stated Mr. Tallents' subsequent discovery of nearly £30,000 of further responsibilities of Lord Worsley for Mr. James! This disclosure of course brought matters to a crisis. Mr. Tallents, under the Earl's instructions, proceeded to fathom Mr. James's debts; and cautiously, unknown to Mr. James, he inquired into the general pecuniary relations of Lord Worsley to such liabilities for his learned friend. Eventually Mr. Tallents communicated with Mr. James in writing, the latter in reply affording not a syllable or figure of explanation, but making abortive attempts for a personal meeting. Mr. Tallents, however, preferring pen and ink intercourse, at last insisted on a reference to Mr. James's solicitor. Nothing satisfactory resulting, and the execution in the meantime entering the Berkeley Square house at the suit of a hostile and *bond fide* creditor, Mr. Tallents asked Lord Yarborough's permission to consult some second gentleman, and his lordship referring him to Mr. Parkes, those two gentlemen finally decreed Mr. James to give up his seat in Parliament, to retire from the clubs (Lord Yarborough

having introduced him to Brooks's and Lord Worsley being a member), and Mr. James finally executed a warrant of attorney to Lord Worsley for the full debt.

Mr. Parkes put in the following written undertaking of Mr. James. This damning instrument needs no commentary. It is best that Mr. James, in our *résumé* of the evidence, should as far as possible speak for himself:—

"In consequence of pecuniary transactions of Mr. Edwin James, Q.C., and Lord Worsley, the following terms form the only and final conditions which could induce the Earl of Yarborough to withhold from the public a statement of all the facts in relation to his conduct.

"1. That Mr. James immediately gives to Lord Yarborough's solicitor a schedule of his own entire debts and pecuniary liabilities, dated and signed by his own hand.

"2. That Mr. James's professional adviser forthwith prepares a creditors' trust deed, or letter of licence, and takes immediate steps to ascertain whether all, or in number and amount of claims what proportion, will accept deferred payment not bearing interest, by periodical division of his future income, secured on letter of licence or his assignment to trustees (to be hereinafter agreed upon), no creditor having any preference or any private arrangement or understanding with Mr. James; and that such trust deed shall contain a covenant by Mr. James against his contraction of any further debt or pecuniary liability.

"3. That if the creditors become parties to such an arrangement and trust deed, Mr. James shall be allowed such a proportion of his future professional income as may be hereafter agreed upon.

"4. That any and all interests of Mr. James in any life policies of insurances in connection with Mr. James's debts to Lord Worsley shall be surrendered or assigned to trustees of Lord Worsley, for his lordship's sole benefit, if required.

"5. That Lord Yarborough reserves to himself, during his own life, and afterwards to his son and surviving advisers, the power, by the disclosure of all the circumstances necessitating such trust deed or letter of licence, and the above-mentioned arrangements, to prevent Mr. James's application for, or acceptance of, any civil, legal, or other office of public trust or service.

"6. That the above-mentioned terms and conditions can be agreed to by Lord Yarborough and his advisers solely because the large and serious debts of other creditors would by present disclosures be wholly sacrificed and lost, and from the fact of Mr. James's future professional labours and gains being also the sole source of any possible dividends, or part repayment, or of any reparation on his part, for the heavy losses of such other creditors; and that he himself is willing to make them all the pecuniary reparation in his power. The foregoing conditions contemplate the renewal by Mr. James of his Parliamentary practice, in addition to that of the common law, and which appears indispensable to enable Mr. James to reduce his debts.

"7. That Mr. James undertakes, at any time when demanded, to execute a warrant of attorney (with entry of judgment) for the entire amount of his pecuniary debts to Lord Worsley, or to trustees on his lordship's behalf, or for any ascertained portion or parts of the gross debt.

"8. That Mr. James abstains from any further communication, direct or indirect, with Lord Worsley.

"Lastly. That Mr. James hereunder signifies his assent in writing to the foregoing terms and conditions, which have been submitted on behalf of the Earl of Yarborough, after Mr. James has voluntarily relinquished his seat in Parliament, the Recordership of Brighton, and his membership of Brooks's Club.

"I hereby assent to the above terms. EDWIN JAMES." April 8th, 1861."

It appears that at the same time a letter of resignation of the Reform Club was also delivered by Mr. James, to be held and used exclusively on the discretion of Mr. Parkes and Mr. Tallents; and which a few days afterwards was by them sent to that club. Lord Worsley, it appeared, was a member of the club. It may here be observed that Mr. James was proved to have been negotiating a *further* loan (on Lord Worsley's sole responsibility) for an additional sum of £15,000 promised by an insurance office! It was further in evidence that the securities Lord Worsley had given were prepared on the instruction of Mr. James's own solicitor.

While the benchers were awaiting the attendance of Mr. Tallents, they proceeded to enter upon the charge against Mr. James in connection with the cause of *Scully v. Ingram*, in

reference to which the *Law Magazine* gives us the evidence of Mr. Edwin Watkins, the confidential friend of Mrs. Ingram, the executrix of her husband. It is as follows:—Mr. Watkins says—

"I was an intimate friend of the late Mr. Ingram and am acting for his widow. After his death, I took charge of and examined his papers. He was not a good man of business, and kept his papers in an irregular condition. Amongst other things, I looked at the contents of a box, in which there were papers of importance—leases, &c.—and amongst them this packet, in an envelope (producing it), marked in Mr. Ingram's handwriting, 'E. James.' I opened it, and this first letter which I read filled me with astonishment:—

"Confidential.

"63, Pall Mall, Saturday Evening.

"My dear Sir,

"You shall not regret your kindness to me.

"I must make the sum £1,250.

"Please deduct the interest, and send me cheques for £500 for Monday, and £750 for Monday week.

"I will send you the policy on Wednesday.

"Sincerely, 'EDWIN JAMES.'

"I was quite startled. In the same packet were other letters from Mr. James, which I produce. These things set me to inquire. I asked at Mr. Ingram's office, of Mr. Begbie, his cashier, if they could trace any money passing from Mr. Ingram to Mr. James, and they could not. I then went to Mr. ——, who was very intimate with Mr. Ingram, and made the same inquiry of him. Mr. —— told me that in the interval between the first and second trials of the case of *Scully v. Ingram*, Mr. Ingram came to him and said, in a state of great excitement, 'I must lend Mr. James some money.' Mr. —— replied that he did not see that he must. Mr. Ingram answered, 'I must—I am so afraid of him; I must do anything he asks, and you must lend him the money for me.'

"I produce various letters which I have subsequently found, from Mr. —— to Mr. James, with reference to two bills, each of the date of July 30th, 1859, one for £750, the other for £500, accepted by Mr. James, not made payable at any banker's. Having ascertained these facts, I had an interview with Mr. James at the Euston Hotel. My impression of the manner in which Mr. James cross-examined Mr. Ingram at the trial was that it was excessive, but I may not be competent to form an opinion upon that; but of the effect I am certain that after it Mr. Ingram was in a state of totally shattered nerves, and utterly broken down. Upon my meeting Mr. James at the Euston Hotel, I said to him, 'It is a singular accident that it was into this very room I went with difficulty led poor Mr. Ingram after your cross-examination of him; and I must tell you if ever a man had a narrow escape of causing another man's suicide, you had it on that occasion.' I then mentioned to him my 'discovery of the debt, and that it was my duty to ask him for payment. Mr. James admitted that he had had the money, saying that it was only £1,000; that his election expenses had been very considerable; that he was very poor, but would give me two other bills, which he did. I said I must give him my opinion of the transaction; that as regards the loan it was altogether discreditable; that he was Mr. Scully's counsel, and it could not bear the daylight that he should be found borrowing money from Mr. Ingram. Mr. James replied that he did not see it in that light, as Mr. Ingram had offered him the money. I replied that I could not think that to be the case.

"Mr. Ingram had told me that Mr. James had spoken to him very kindly, advising him to settle the action. The two bills given me by Mr. James have been dishonoured. The date of the two bills given to Mr. ——, July 30, 1859, was after the first and before the second trial."

Mr. James, who of course was furnished with a copy of this statement of Mr. Watkins, offered no substantial contradiction to its contents. In effect, he wished the benchers to believe that Mr. Ingram, as his friend, offered, in conjunction with "three or four other friends," £1000 each for meeting the expenses of the learned gentleman's second return for Marylebone, in May, 1859. Such "offer," he said, had been "communicated" to him; but he did not inform the bench of the communicant's name, nor the names of the other friends who he alleged "did assist me by loans which I have since repaid!" We have heard of men rushing to newly-discovered gold diggings, but never before of idiots offering loans to such a notoriously involved man as Mr. James. But this 'justice

we do him,—that in his "Statement of Explanations" of the Ingram transaction he writes, that he should "ever regret the indiscretion of accepting the loan," though "there was nothing of a dishonourable character ever intended or thought of on the part of Mr. Ingram or myself, either in its proffer or acceptance."

It may be doubtful whether the benchers on this disreputable transaction alone would have done more than reprimand the unscrupulous debtor. There were, however, other ample grounds for erasing his name from the books of the Inn.

To continue our narrative, we will now succinctly state the evidence of Mr. Tallents, whose examination on the 18th of June followed the above interlude of *Scully v. Ingram*. This witness's testimony and documentary proofs clinched the nails. It is unnecessary to give a long correspondence in 1857 between the late Earl Yarborough and Mr. Tallents with Mr. James; it forms, however, an important element in the history of Mr. James's first use of Lord Worsley. By the last act of that year the learned gentleman thus addressed his Lordship's solicitor:—

"Pall Mall, Monday evening,

"Dec. 7th, 1857.

"I beg you will convey to Lord Yarborough my very deep regret that my pecuniary transactions with Lord Worsley should have caused him one moment's uneasiness, and to convey to him my assurance that the amount for payment of which Lord Worsley is security shall be punctually discharged by myself. Lord Yarborough has been so kind a *patron and friend* to me that I am *under deep obligations* to him, and would make any sacrifice rather than occasion him annoyance or discomfort.—Believe me, yours faithfully,

"EDWIN JAMES."

With this melo-dramatic undertaking and promise Mr. James appears to have rested awhile undisturbed, but he speedily plotted graver designs against the young nobleman. On the 9th of November following Mr. Tallents writes the Q.C. to know if the last year's loans were paid off. Mr. James, on the 15th, replies evasively, in effect that the interest and policy premiums were duly discharged; that he had not yet "returned" the principal, but that "Lord Worsley was perfectly satisfied on the subject," and that Mr. Tallents might "assure Lord Yarborough that he need feel no uneasiness upon the matter." Then occurs an interval of a year and half before Mr. Tallents, on the 14th of August, 1860 (hearing reports of heavy further James's loans on Lord Worsley's responsibility), again writes to Mr. James. In that letter he informs him of the ugly rumours which had come to his own and Lord Yarborough's ears. To this refresher and the request for information as to any fresh transactions, addressed to the new house in Berkeley-square, the learned M.P. vouchsafed no reply.

We feel that we have already extracted at too great length from the pages of our contemporary; we shall, therefore, only add, upon this part of the case, that after further efforts to obtain satisfaction on behalf of Lord Worsley, Mr. James finally referred him to his confidential adviser, and that his lordship was examined before the benchers. Those of our readers who desire to be acquainted with all the details of the last and most extraordinary of all the charges against Mr. James—namely, his extraction from the pockets of a west country attorney of no less than £20,000—are referred to the very interesting article from which we have already extracted so much. Indeed, in this respect, we — that we owe our learned contemporary some apology; but, as we have already mentioned, its valuable report of the proceedings before the benchers of the Inner Temple bears upon its face such evident marks of authority, that we were unwilling to give any garbled account of it.

In addition to the article upon the disbarment of Mr. Edwin James, the *Law Magazine* of this month contains an extremely learned and able review of the last edition of "Sugden on Powers," and also a very useful and well-written article upon "International General Average," together with an interesting notice of Sir John Patteson, and other papers upon various professional topics. Upon the whole, the number is one of the best which has appeared for a considerable time; and it is highly honourable to the legal profession in this country to have maintained for so long a period a quarterly journal of its

own, which need not fear comparison with any of the literary quarterlies, although the latter, of course, appeal to a much wider class of readers.

### THE ECCLESIASTICAL COURTS, LAWS, AND COMMISSIONS.

Mr. Henry Danby Seymour, M.P., has published, in the form of a pamphlet, his recent letter to the *Times* on the reform of the Ecclesiastical Courts. He has added, by way of appendix to his pamphlet, the following case for the opinion of Mr. A. J. Stephens, Q.C., and that learned gentleman's opinion thereon:—

Mr. Henry Seymour, M.P. for Poole, is desirous to bring under the consideration of the House of Commons the condition of the Ecclesiastical Courts, and to propose to the House, either by Bill or otherwise, a practical scheme of the most liberal character to reform such tribunals, and to maintain the legal supremacy of the Crown. Copies of the Church Discipline and Registry Act of 1856, and the volumes of Hansard for that year, the Report made to the Convocation of the Province of Canterbury on Clergy Discipline in 1854, and the published Speeches on the Ecclesiastical Courts, delivered in the House of Commons on the 23rd July, 1860, by Mr. Seymour, and on the 23rd of July, 1861, by Mr. Seymour and Mr. Newdegate, as reported in Hansard, vol. 164, are left herewith.

Mr. A. J. Stephens is requested, on behalf of Mr. Seymour, to settle a Scheme for the reform of the Ecclesiastical Courts of the most liberal and comprehensive character, precluding any claim for compensation from the existing officials.

And generally to advise.

### OPINION.

I am of opinion, that in any proposed reform of the Ecclesiastical Courts by Mr. Henry Seymour, it will be expedient to obviate the principal objections which the English Prelates urged in the House of Lords against the Government Bill of 1856, and to maintain the spiritual jurisdiction of the Crown.

It may be proposed by Mr. Seymour, that:—

(1.) The Ecclesiastical Courts and Registries in England and Ireland, with their respective judges and officers, shall, during their lives, remain as at present constituted:

(2.) General rules and orders regulating the procedure and fees of such Courts and Registries shall be framed, to take effect in each diocese, and to be binding upon all future judges and officers:

(3.) A Queen's Judge shall be appointed for England, and if it be deemed expedient, another for Ireland, to hear and determine, subject to an appeal to the Judicial Committee of the Privy Council, ecclesiastical causes and matters:

(4.) If the proposed new judge, in England, have any surplus time on his hands, it might be stipulated he should act as assistant judge in the Divorce Court (especially as the judge in that court is occupied two days every week in considering and hearing mere motions), and perform such other duties as the Lord Chancellor may from time to time direct him to discharge:

(5.) The proposed judge in Ireland shall be made assistant-judge to the Probate Court, and preside in the absence of the judge:

(6.) The four archbishops shall be empowered to send by letters of request, if they deem fit, suits of their own, or those sent to them from inferior courts, to be heard before such judges in the most convenient localities:

(7.) The laity in England shall have, under certain restrictions, the same rights of instituting suits against clerics as the laity in Ireland; and the proposed Queen's Judges shall, subject to an appeal to the Judicial Committee of the Privy Council, have authority to hear and determine such suits when sent to them by letters of request from an archbishop:

(8.) The Judicial Committee of the Privy Council, with a mixture of English and Irish prelates, shall be the only ultimate appellate tribunal for ecclesiastical causes and matters in England and Ireland:

9. The appeal to the Court of Delegates in Ireland in ecclesiastical causes and matters, the appeal to the Privy Council as now existing in *Duplex querela*, and appeals to the House of Lords in *Quare impedit*, shall be abolished.

Under the foregoing scheme, if an archbishop were to send an ecclesiastical cause to the proposed court by letters of request, the judge thereof would, by such letters, be constituted,

for the occasion, judge of an ecclesiastical court as fully, as if exclusively appointed by such archbishop; so that there would be no unauthorised interference with episcopal jurisdiction and authority.

If the archbishops should wish to resort to the existing ecclesiastical courts, they would have the right to do so; but, a cheap and unexceptionable legal tribunal having been opened to them, there would then be no legitimate excuse for their not prosecuting, either in the existing courts or in the proposed courts, those clerical offenders who by their immorality or doctrinal errors bring a scandal on the church.

As the judges and officials of the existing diocesan tribunals will not be affected, in a pecuniary point of view, by the proposed scheme, it will be unnecessary to provide compensation for them.

I cannot advise Mr. Seymour to introduce into the House of Commons any bill for the reform of the Ecclesiastical Courts unless it be sanctioned by the responsible advisers of the Crown.

Jan. 28th, 1862.

A. J. STEPHENS.

### Obituary.

#### THE LATE MR. BARON PLATT.

We regret to announce the death of the Hon. Sir Thomas Joshua Platt, formerly one of the Barons of the Exchequer, which took place on Monday, at his residence, Portland-place. The deceased was a son of the late Mr. Thomas Platt, and was educated at Harrow School and at Trinity College, Cambridge, where he graduated B.A. in 1810 and M.A. in 1814. He entered as a student of the Inner Temple, and was called to the Bar by that society in 1816; he afterwards practised on the Home Circuit, and became a King's Counsel in 1834. For many years he and Lord Chelmsford were leaders of the circuit, and in every case of importance Mr. Platt was to be found on one side, and Mr. Thesiger on the other. He had also an extensive practice at Nisi Prius in town. He was raised to the Bench as a Baron of the Court of Exchequer in 1845, but retired in 1856. He was in his 73rd year. He had suffered for several years from a painful disease, which had caused his retirement from the Bench. As an advocate Mr. Platt was distinguished for the plain and forcible manner in which he put things to the jury. It says much for the earnest vigour which he possessed, that it was able to sustain him against the graceful oratory of his rival on circuit. As a judge at Nisi Prius and in the Crown Court, Mr. Baron Platt was painstaking and courteous; and we may safely affirm that no man ever sat on the Bench who had a more anxious desire to do what was right and just. His general disposition displayed itself in public as well as in private, and will not be forgotten either by his friends or by those who were professionally connected with him.

### BRITISH COLUMBIA.

We extract the following from a recent letter in the *Times*:— Peace and order prevailed to decree unusual in so mercurial a community; "all disputes as to miners' rights, contested boundaries of claims," &c., "were settled by the magistrate," Mr. Nind, who is also gold commissioner, "with the assistance of a jury of miners selected on the spot—a plan which gives universal satisfaction." The majesty of the law was represented by the magistrate, who camped in a tent, and by two constables, until the judge arrived on circuit. He was accompanied *ex officio* by his registrar only. An Indian half-breed had charge of the robes, the wig, and the black cap. The equipage is very simple, for his lordship cultivates sleep under a tree. There were only two serious cases of crime in the mines during the whole season—one the killing of a notorious bully who made himself obnoxious to the whole mining community, and was shot by one of his victims, and who fled justice on the judge's approach: the other a robbery, for which the robber was tried, found guilty, and sentenced to ten years in the chain gang. There was another case of shooting and wounding in revenge on the road to Cariboo, but the guilty party escaped, and is not likely to trouble the colony any more. The judge had several civil cases to decide, however, for frequent disputes arise about mining claims.

## Public Companies.

## BILLS IN PARLIAMENT

FOR THE FORMATION OF NEW LINES OF RAILWAY IN  
ENGLAND AND WALES.

The Standing Orders have been complied with in the following cases:—

## DRAYTON JUNCTION.

New line between London and North-Western at Wem, in Shropshire, and Eccleshall in Staffordshire. Capital, £200,000.

## ISLE OF WIGHT RAILWAY.

Line from Isle of Wight, Eastern Section, to Newport. Capital, £100,000.

## MERIONETHSHIRE RAILWAY.

For new lines in Merionethshire.

## MID-WALES.

For a Junction between the Mid-Wales and the Central Wales (Extension) Railways.

## RAMSGATE, SANDWICH, DEAL, AND DOVER.

A new line between these points.

## MEETINGS.

## BELFAST AND NORTHERN COUNTIES UNION.

A dividend of 4½ per cent. per annum has been declared on the shares in this company for the past half-year.

## COLCHESTER, STOUR, AND SUDSBURY RAILWAY.

A dividend at the rate of £1 13s. per cent. per annum has been declared for the past half-year.

## HEREFORD, ROSS, AND GLOUCESTER RAILWAY.

At the recent half-yearly meeting of this company, dividends of 5 per cent. on the preference shares, and of 3 per cent. on the ordinary shares were declared.

## HULL AND SELBY RAILWAY.

At the half-yearly meeting of this company, held on the 10th inst., the following dividends were declared for the past half-year:—£2 9s. 6d. per whole, or £50 share; £1 4s. 9d. per half, or £25 share; and 12s. 4½d. per quarter, or £12 10s. share (less income-tax), payable on the 26th inst.

## LONDONDERRY AND ENNISKILLEN RAILWAY.

Dividends at the rate of 5 per cent. per annum on the half shares, and of 6 per cent. per annum on the £10 preference shares, have been declared for the past half-year.

## MANCHESTER, BUXTON, MATLOCK, AND MIDLAND RAILWAY.

At the recent half-yearly meeting of this company a dividend of 1s. 4d. per share was declared for the past half-year.

## MID-KENT RAILWAY.

At the half-yearly meeting of this company, held on the 10th inst., a dividend at the rate of 5 per cent. per annum was declared for the past half-year.

## NORTH-EASTERN RAILWAY.

At the recent half-yearly meeting of this company, dividends of 5 per cent. on the Berwick stock, of 4½ per cent. on the York stock, and of 2½ per cent. on the Leeds stock, were declared for the past half-year.

## ROYSTON AND HITCHIN RAILWAY.

At the half-yearly meeting of this company, held on the 10th inst., a dividend at the rate of 6 per cent. per annum, less income tax, at 9d. in the pound, and 1d. per £6 5s. stock, for expenses of management, was declared on the Royton, Hitchin, and Shepreth consolidated stock, for the half-year ending the 1st of February, 1862, to be paid forthwith.

## WIMBLEDON AND CROYDON RAILWAY.

A dividend of 4s. per share, being at the rate of 4 per cent. per annum, has been declared for the last half-year.

**SACRED HARMONIC SOCIETY.**—This society is at present occupied with the musical preparations for the opening of the International Exhibition. The orchestra on this occasion will comprise upwards of 1,800 performers, and it is intended, after

engaging the principal professional instrumentalists, to allot 500 engagements among the principal provincial festival and choral societies and choirs. The society is also making great preparations for the great Handel Festival to be held at the Crystal Palace in the last week in June. It is anticipated that the plans of seats will be ready for inspection by the 3rd of March. As the Festival will be held during the heyday of the International Exhibition of 1862, and in close proximity to the great Agricultural Show at Battersea-park, it is fully anticipated that the attendance will far exceed the 1859 Festival, although this latter was attended by upwards of 40,000 more than the Festival of 1857. The selection of the performers is occupying the closest attention of the society.

There is now exhibiting in the north room of the British Institution, Pall Mall, a picture described as "The Jury" (by Mr. J. Morgan) which is a decidedly clever picture of that very legitimate and wholesome class of which Hogarth is the greatest master, and Wilkie and Webster the conspicuous representatives, in our own time. Here is the palladium of English liberty, the final outcome of the British Constitution, the famous "Twelve Men in a Box." To judge by the faces, Mr. Morgan seems to have studied his jury in the civil, and not the criminal court. There is a "spicy" bit of cross-examination going on. Some Sam Weller is "selling" Sergeant Busby cheap, or Edwin James, Q.C., may be Rareyfying a "jibbing" witness. Some five out of the twelve are capable of seeing the joke, and one of them is kindly explaining it to his feeble-minded and bewildered neighbour; others are simply bored; one is yawning drearily. There is the conscientious man taking a note, prompted by another conscientious man behind him. The faces have character, are well discriminated, true to nature, and well-marked in expression, without grimace or theatrical over-emphasis. The painter might have got more effect by a more artful direction of the attention to some one point—by making the spectator's mind "follow a lead." As it is, we look at his picture as we might at an actual jury, with only such interest as the individual physiognomies awaken. Without any particular merit of workmanship, the heads are honestly and simply painted, but the attractiveness of the picture is in its physiognomical truth.

**NEW MEMBERS OF THE HOUSE OF COMMONS.**—Mr. C. Turner, elected the third member for South Lancashire, under the act of last session; Mr. W. Morrison, elected for Plymouth in the room of Viscount Vallotot, who has become the Earl of Mount Edgcumbe; Mr. Charles Selye, returned for Lincoln in the room of Major Sibthorpe, deceased; Mr. Edmund Potter, returned for Carlisle in the room of Sir James Graham, Bart., deceased; Mr. William Cox, returned for Finsbury in the room of Mr. Thomas Duncombe, deceased; Sir Robert Clifton, Bart., returned for Nottingham in the room of Mr. J. Mellor, who was raised to the judicial bench; Mr. J. Laird, returned as the first member for the new borough of Birkenhead; Mr. Foley Vernon, elected for East Worcestershire, and Lieut.-Colonel Fane, for the county of Oxford, in the room of Mr. George Granville Vernon Harcourt, deceased; Sir Henry Harvey Bruce, elected for Coleraine in the room of Dr. Boyd, deceased.

## Law Students' Journal.

## LAW LECTURES AT THE INCORPORATED LAW SOCIETY, 1861-62.

Mr. THOMAS HENRY HADDON, on Equity, Monday, February 21.

Mr. FREEMAN OLIVER HAYNES, on Conveyancing, Friday, February, 21.

## Court Papers.

## Circuits of the Judges, 1862.

Mr. BARON BRAMWELL will remain in town.

## NORFOLK.

POLOCK, L.C.B., and MARTIN, B.

Aylesbury, Thursday, Mar. 6. | Bury St. Edmunds, Tuesday,  
Bedford, Monday, March 10. | March 18.  
Huntingdon, Wed., Mar. 12. | Norwich and City, Saturday,  
Cambridge, Friday, March 14. | March 22.

## NORTH WALES.

KEATING, J.

Welchpool, Monday, Mar. 10. | Carnarvon, Monday, March 20.  
 Bala, Thursday, March 13. | Mold, Thursday, March 27.  
 Ruthin, Monday, March 17. | Chester and City, Sat., Mar. 29.  
 Beaumaris, Thursday, Mar. 20.

## SOUTH WALES.

WILDE, B.

Haverfordwest, Tues., Mar. 25. | Brecon, Thursday, March 20.  
 Cardigan, Monday, March 3. | Presteign, Wednesday, March 26.  
 Carmarthen, Thurs., March 6. | Chester and City, Sat., Mar. 29.  
 Swansea, Monday, March 10.

## Births, Marriages and Deaths.

## BIRTHS.

ADAMS.—On Feb. 5, at Edinburgh, the wife of John Adams, jun., Esq., solicitor, Supreme Courts, of a daughter.  
 COODE.—On Feb. 9, at Lewes, Sussex, the wife of Frederick Coode, Esq., solicitor, of a son.

## MARRIAGES.

FALL.—MORRIS.—On Feb. 3, Mr. H. A. Fall, H.M.C., to Helen, daughter of C. Morris, Esq., solicitor, late of Scholemore Hall, Bradford.  
 HILL.—MILLER.—On Feb. 6, Captain Arthur Hill, 23 Royal Welsh Fusiliers, son of the late John Hepworth Hill, Esq., barrister-at-law, and Commissioner of the Court of Bankruptcy, to Harriette, daughter of Mr. Sergeant Miller.

## DEATHS.

JENINGS.—On Feb. 10, Mrs. Rachel Jenings, widow of the late Charles Jenings, Esq., of No. 1, Mitre-court-buildings, Temple, London, in the 77th year of her age.

PLATT.—On Feb. 10, in the 73rd year of his age, the Hon Sir Thomas Joshua Platt, Knt., formerly one of the Barons of her Majesty's Court of Exchequer.

## London Gazettes.

## Windings-up of Joint Stock Companies.

TUESDAY, Feb. 11, 1862.

## UNLIMITED IN CHANCERY.

Wheal Anne Mining Company.—Petition for winding-up, presented Feb. 8, will be heard before the Master of the Rolls, on Feb. 22. Snell, Solicitor for petitioners, 1 George-st, Mansion-house.

FRIDAY, Feb. 7, 1862.

## LIMITED IN BANKRUPTCY.

Geraline Mining Company, Western Australia (Limited).—Petition for winding up, presented Jan. 30, will be heard before Commissioner Holdroyd, on Feb. 18, at 11. Parker, Lee, & Haddock, Solicitors for petitioner, 18 St. Paul's-church-yard, London.

## Creditors under 22 &amp; 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Feb. 7, 1862.

Bury, John, St. Ives, Huntingdon, Gent. April 1. Sols Bell, Broderick, & Bell, 9 Bow-churchyard, London.

Douglas, Christian Helen Emma, 15 Green-st, Grosvenor-sq, Middlesex, Spinster. March 31. Sols Farrar, Ouvey, & Farrar, 66 Lincoln's-inn-fields.

Fennessy, Robert Richard, late a Lieutenant in her Majesty's 64th Regiment of Foot. March 7. Sols Taylor & Jaquet, 15 South-st, Finsbury-sq.

Hakeman, Joseph, Fleet, Lincolnshire, Farmer. April 5. Sol Sturton, Holbeach.

Hornblower, Jemima, Hanbury, Stamford-hill, Middlesex, Spinster. March 1. Sols Forbes & Horwood, 8 Warrford-ct, London.

Ivison, Thomas, Newcastle-upon-Tyne, Builder. March 8. Sols Fenwick & Falconer, 75 Clayton-st, Newcastle-upon-Tyne.

Jones, Edward, otherwise Edward Anketell Jones, Adelaide-crescent, Hove, Sussex, and Fishmongers' Hall-wharf, Upper Thames-st, London, Merchant. April 4. Sols Hill & Son, 23 Throgmorton-st.

Knighton, Thomas, Leighton-lodge, Leighton, Huntingdonshire, Farmer. April 5. Sols Burnham & Son, Wellington.

Lee, James, Cambridge, Publican. March 25. Sol Whitehead & French, Cambridge.

Lowndes, Edward Chaddock, Eaton-pl, Belgrave-sq, Middlesex, and West Cliff, near Preston, Esq. March 21. Sols Birchall & Wilsons, Preston.

Lowndes, Lydia, Clapham Park, Surrey, Widow. March 20. Sols Clarke & Morice, 29 Coleman-st, London.

Lowndes, Thomas Mee, Eaton-pl, Belgrave-sq, Middlesex, Esq. March 21. Sols Birchall & Wilsons, Preston.

Martin, Thomas Beard, Villa-cottages, Willis-st, Aston, Birmingham, Gent. April 12. Sols Tyndall & Johnson, Birmingham.

Pearson, John, Broadwater, Framlingham, Suffolk, Gent. April 3. Sol Clubbe, Framlingham, Suffolk.

Saville, James, Morley, Batley, Yorkshire, Joiner and Builder. March 31. Sols Bulmer & Nelson, Leeds.

Thompson, Abraham, Tower of London. March 31. Sol New, 8 Gray's-inn.

TUESDAY, Feb. 11, 1862.

Zell, Samuel, Dundee, North Britain, Gent. March 20. Sols Simpson, Roberts, & Simpson, 62 Moorgate-st.

Castle, Thomas, Worle, Somersetshire, Common Brewer. April 8. Sol Davies, Weston-super-Mare.

Daly, Denis, Portsmouth, Esq. March 19. Sols Hellard & Son, Portsmouth.

Ellis, Joseph, Star and Garter Hotel, Richmond, Surrey, Hotel Keeper. April 14. Sol Rose, 19 Change-alley, Cornhill.

Goodve, William James, Clifton-park-villa, Clifton, Surgeon. May 1. Sols Osborne, Ward, & Co., Bristol.

Gouger, Henry, Biliter-sq, London, and Frogmore House, Blackwater, Hants, Esq. March 20. Sols Simpson, Roberts, & Simpson, 62 Moorgate-st.

Joseph, Miriam, 10 Finsbury Pavement, Widow. April 2. Sols Sampson, Samuel, & Emanuel, 31 New Broad-st.

Mason, Josiah, Knowl Hill, Berks, Farmer. March 21. Sols Turner & Smith, Maidenhead.

Mills, William, Grafton-pl, Huddersfield, Ironfounder. March 20. Sols Mills, Huddersfield.

Mynhe, William, Craig, Liverpool, Merchant. June 1. Sols Fletcher & Hull, Liverpool.

Rackstraw, George, 2 The Terrace, Albion-rd, Stoke Newington, Middlesex, Esq. March 20. Sols Simpson, Roberts, & Simpson, 62 Moorgate-st.

Stenson, William, Coalville, Whitwick, Leicestershire, Mining Engineer. March 28. Sols Green & Smith, Ashby-de-la-Zouch.

Stokes, Henry Colin, Newcastle-upon-Tyne, Dentist. April 1. Sols Swan & Burnup, Newcastle-upon-Tyne.

Walker, John, 154 Whitechapel-rd, Middlesex, Grocer. May 8. Sols Matthews, Carter, & Bell, 109 Leadenhall-st.

## Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Feb. 7, 1862.

Atkinson, Joseph, formerly of Laceby, Lincolnshire, Butcher, late of North Cockerington, Lincolnshire, Farmer. March 10. Holland v. Atkinson, V. C. Stuart.

Davis, Joseph, Piddlehinton, Dorsetshire, Esq. a ch 18. Davis v. Johnson, V. C. Stuart.

Jones, William, Dinas, Llantrisant, Glamorganshire, Carpenter. March 6. Roberts v. Leyshon, V. C. Stuart.

Watts, Nicholas, Newlynmouth, Devonshire, Esq. March 15. Leman v. Whidborne, V. C. Kindersley.

TUESDAY, Feb. 11, 1862.

Bell, Henry Nugent, Whitechapel-pl, Westminster, Esq. March 12. Bell v. Hawley, M.R.

Brider, Charles, Winchester and Aldermoor, Shirley, Hants, Gent. March 10. Bridger v. Bridger, V. C. Wood.

Cousans, Charles, Lincoln, Attorney's Clerk. March 6. Whitton v. Cousans, M.R.

English, Robson, Leeds, Agricultural Implement Maker. Feb 28. English v. English, M.R.

Hinchliffe, William, Wrangbrook, South Kirkby, Yorkshire, Farmer. Feb 28. Sidebottom v. Hurst, M.R.

Lock, Robert Frederick, Cupola House, Queen's-elm, Brompton, Gent. March 10. Gray v. Lock, V.C. Stuart.

Padwick, William, Manor House, Hayling Island, Southampton, Esq. March 24. Taylor v. Padwick, V.C. Stuart.

Price, William, Walthamstow, Essex, Surgeon and Apothecary. March 4. Williams v. Watkins, M.R.

Pritchard, Henry, Bangor, Carnarvonshire, Draper. March 1. Williams v. Pritchard, M.R.

Silvester, George, West Bromwich, Gent. March 15. Silvester v. Silvester, V.C. Stuart.

## Assignments for Benefit of Creditors.

FRIDAY, Feb. 7, 1862.

Clark, Charles, 182a Oxford-st, Middlesex, Jeweller. Jan 9. Sols Spyer & Son, 8 Broad-st, bldgs.

Collyer, Alpheus, and Isaac Wheeler, Blackman-st, Surrey, Straw Hat and Bonnet Dealers. Jan 24. Sol Shipman, Manchester.

Craggs, Robert, Hartlepool, Durham, Boot and Shoe Maker. Jan 10. Sol Crosby, Stockton.

Forley, William Cross, Gainsborough, Ship Builder. Jan 25. Sols Heaton & Oldman, Gainsborough.

Richards, John, Bobber's Mill, Basford, Nottinghamshire, Gent. Jan 31. Sols Campbell, Burton, & Browne, Nottingham.

Yeo, John, Plymouth, Rope Maker. Jan 31. Sols Edmonds & Sons, 8 Parade, Plymouth.

TUESDAY, Feb. 11, 1862.

Bull, William, Usk, Monmouthshire, Grocer. Jan 16. Sols Sale & Co., Marchester.

Ide, Jesse, Bognor, Sussex, Builder. Jan 13. Sol Powell, Chichester.

Levett, Norris, Kingston-upon-Hull, Cork Cutter. Feb 7. Sols Levett & Champney, Kingston-upon-Hull.

Wake, John Harrison, Sunderland, Draper. Jan 17. Sol Reed, 3 Gresham-st, London.

Wiles, John, New Stamford, Lincolnshire, Butcher. Feb 7. Sol Peake, New Stamford.

## Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Feb. 7, 1862.

Abrahams, Isaac, Liverpool, Furniture Broker. Feb 3. Composition. Reg Feb 6.

Allen, Thomas, Charlesworth, Glossop, Derbyshire, Shirt Manufacturer and Wholesale Clothier. Jan 11. Assignment. Reg Feb 5.

Ashton, James, Middletown, Lancashire, Shopkeeper. Jan 9. Composition. Reg Feb 6.

Aspinall, William Lovell, Moulton, Northamptonshire, Farmer. Jan 30. Assignment. Reg Feb 4.

Bayly, Harriett, 32 Montpelier-crescent, Brighton, Spinster. Feb 1. Assignment. Reg Feb 4.

Benham, Mark Benjamin, 30 Tavistock-sq, Middlesex, Gentleman. Feb 4. Arrangement. Reg Feb 6.

Booth, John, & William Booth, Blackley, Lancashire, Builders. Feb 4. Composition. Reg Feb 5.

Bowers, John, Glossop, Derbyshire, Draper and Grocer. Feb 1. Composition. Reg Feb 5.

Chambers, Charles, Heath-st, Hampstead, Middlesex, Builder. Jan 9. Composition. Reg Feb 4.

Crope, Edward, Bush Hotel, Lawes-st, Pembroke-dock, Pembroke, Inn-keeper. Jan 21. Conveyance. Reg Feb 4.

Feldwick, Jonathan, 2 Feldwick-cottages, Redhill, Reigate, Builder. Jan 14. Conveyance. Reg Feb 4.

Gumbrell, Henry, Cranley, Surrey, Grocer and General Dealer. Jan 11. Composition. Reg Feb 6.

Hirons, William, Birmingham, Wholesale Jeweller. Jan 10. Composition. Reg Feb 4.

Johnson, William Henry, Deighton, Huddersfield, Woollen Manufacturer. Jan 13. Composition. Reg Feb 4.

Jones, John, Royal Exchange Vaults. Jan 9. Assignment. Reg Feb 5.

Lewis, Edward, 145 Blackfriars-rd, Surrey, Manager of a Loan Society. Feb 4. Composition. Reg Feb 5.

Lewis, William, Liansansafraid, Denbighshire, Innkeeper. Jan 11. Assignment. Reg Feb 6.

McCormick, Robert, Nottingham, Travelling Draper. Jan 10. Conveyance. Reg Feb 6.

Nicholls, John Damerell, Walkhampton, Devonshire, Butcher. Jan 16. Conveyance. Reg Feb 5.

Patterson, Thomas John, 12 Narrow-quay, Bristol, Sail Maker. Jan 11. Assignment. Reg Feb 4.

Pickering, Joseph, 35 New Bridge-st, Blackfriars, London, Railway Contractor. Jan 9. Arrangement. Reg Feb 4.

Piper, William, Seymour-st, Liverpool, Draper. Jan 11. Assignment. Reg Feb 5.

Raby, James, Ockendon-rd, Southgate-rd, Middlesex, Builder. Dec 13. Assignment. Reg Feb 5.

Seckel, Sigismund, 30 Newgate-st, London, Merchant (Seckel & Company). Jan 21. Composition. Reg Feb 3.

Thompson, Henry, Newcastle-upon-Tyne, Tailor and Draper. Jan 13. Assignment. Reg Feb 3.

Walkley, Nathaniel, Box, Minchinhampton, Gloucestershire, Builder. Jan 15. Assignment. Reg Feb 6.

Webston, Peter, South Shields, Brazier and Shipowner. Jan 8. Assignment. Reg Feb 4.

West, Elijah, Shefford, Grocer. Jan 8. Assignment. Reg Feb 4.

Whitehead, Henry, Coney-st, Yorkshire, Organ Builder. Jan 9. Assignment. Reg Feb 6.

Wilson, Matthew, Sheffield, Common Brewer. Jan 21. Assignment. Reg Feb 3.

Wrighton, Stephen Thomas, Sunderland, Baker and Flour Dealer. Jan 23. Assignment. Reg Feb 4.

TUESDAY, Feb. 11, 1862.

Ashworth, George, & Richard Ashworth, Manchester, Cotton Dealers. Feb 8. Composition. Reg Feb 10.

Biggs, Alfred, Denmark-hill, Camberwell, Surrey, Cigar Merchant. Jan 22. Composition. Reg Feb 10.

Baller, Alfred Phillips, Stogursey, Somersetshire, Currier. Jan 30. Assignment. Reg Feb 8.

Bulmer, Jonah, Unthank, Yorkshire, Sheep Jobber. Jan 27. Conveyance. Reg Feb 10.

Castrique, Louis, Philpot-lane, London, Bill Broker. Jan 17. Composition. Reg Feb 7.

Dean, James, Burnley, Grocer. Jan 31. Composition. Reg Feb 11.

Drew, Bennett, 7 Richmond-pk, East-st, Walworth, Surrey, Boot and Shoe Maker. Jan 6. Composition. Reg Feb 10.

Evans, John, Rhyndy, Monmouthshire, Grocer. Jan 14. Composition. Reg Feb 7.

Gill, Sarah, trustee and executrix of John Gill, Morley, Yorkshire, Manufacturer. Jan 14. Assignment. Reg Feb 7.

Jennings, William John, Canterbury, Butcher. Feb 7. Assignment. Reg Feb 10.

Leach, Mary, Bromley, Kent, Tailor and Grocer, Widow. Feb 5. Conveyance. Reg Feb 7.

McAuliffe, Jeremiah, Cothays, St John, Cardiff, Grocer. Jan 19. Assignment. Reg Feb 8.

Nicklin, Hugh, Preston, Brick-setter. Jan 13. Assignment. Reg Feb 8.

Porter, Palmer William, Kingston-on-Thames, Builder. Jan 30. Assignment. Reg Feb 7.

Potter, Jane, Haverfordwest, Widow. Jan 10. Conveyance. Reg Feb 7.

Roue, Francis Fairchild, Taunton, Chemist and Druggist. Jan 17. Conveyance. Reg Feb 7.

Sharples, John, Blackburn, Commission Agent. Jan 31. Assignment. Reg Feb 10.

Shepherd, William, Berry Edge, Durham, Joiner and Cartwright. Jan 11. Assignment. Reg Feb 8.

Taylor, Joseph, Middleton, Lancashire, Shopkeeper. Jan 11. Composition. Reg Feb 8.

## Bankrupts.

FRIDAY, Feb. 7, 1862.

Abraham, Charles John, 4 Timble-st, Trowbridge, Postman. Pet Feb 3. Trowbridge, Feb 20 at 11. Sol Bartram, Trowbridge.

Adams, Edward, 86 Albany-st, Regent's-pk, Coach Maker. Pet Feb 1 (in forma pauperis). London, Feb 26 at 12. Sol Holt, Quality-ct.

Aguilar, Joseph, 76 Cheapside, Commission Agent. Jan 18, London, Feb 18 at 1.

Andrew, Joseph, Congleton, Cheshire, Clog and Shoe Maker. Pet. Congleton, Feb 15 at 11. Sol Cooper, Congleton.

Bailey, Henry, Longton, Stoke-upon-Trent, Grocer. Pet Feb 3. Birmingham, Feb 21 at 12. Sol James & Knight, Birmingham.

Baker, Charles Henry, 42 Stock Orchard-crescent, Holloway, Middlesex, Commission Agent. Pet Feb 3. London, Feb 25 at 10. Sol Preston, 10 Austin Friars.

Baldry, Jeremiah, Southelhamham, Saint Michael, Suffolk, Grocer. Pet Feb 3. Harleston, Feb 20 at 1. Sol Sadd, Norwich.

Bate, John, 61 Allen-st, Sheffield, Glass Cutter. Pet Feb 4. Sheffield, Feb 20 at 12. Sol Patten, Sheffield.

Bates, Edward, Roe Buck Inn, Bridge-gate, Derby, Publican. Pet Feb 3. Derby, Feb 18 at 12. Sol Briggs, Derby.

Bell, David Hill, 12 Cooper's-row, Crutched Friars, London, Sail and Ship Chandier. Pet Feb 3. London, Feb 20 at 2. Sol Bastard, 25 Philpot-lane.

Bend, Thomas, Hinckley, Leicestershire, Railway Porter. Pet. Hinckley, Feb 17 at 10.30. Sol Bramah, Hinckley.

Boys, William, Landport Grammar School, Commercial-rd, Landport, Portsea, Schoolmaster. Pet Feb 3. Portsmouth, Feb 19 at 10. Sol Paffard, jun., Portsea.

Brasier, John, Siston-green, Grimley, Worcestershire, Harness and Collar Maker. Pet Jan 28. Worcester, Feb 20 at 11. Sol Wilson, Worcester.

Briggs, Joseph, Newark-upon-Trent, Nottinghamshire, Market Gardener. Pet Feb 3. Newark, Feb 21 at 10. Sol Ashley, Newark-upon-Trent.

Buckwell, William, Phoenix-wharf, East Greenwich, Kent, and 86 King William-st, London, Railway Contractor. Pet Feb 1. London, Feb 22 at 11. Sol Danderfield & Co., 26 Craven-st, Strand.

Bunton, William, Banbury, News Agent. Dec 20. Oxford, Feb 27 at 10. Sol Kilby, Banbury.

Burley, John Elwick, Coal Porter, & Henry Brown, Hackster and Gardener, Lincoln. Pet Feb 4. Lincoln, Feb 19 at 12. Sol Brown & Son, Lincoln.

Carlyle, Thomas, St. Columb Major, Cornwall, China and Glass Merchant. Pet Feb 4. St. Columb, Feb 20 at 10. Sol Whitefield, St. Columb.

Cartwright, Edward, 7 Great Bland-st, Dover-rd, Surrey, Licensed Victualler. Pet Feb 4. London, Feb 19 at 11. Sol Bartley, Bartlett's-bidg.

Champion, William Henry, 174 Pentonville-rd, Middlesex, Professor of Music. Pet Feb 3. London, Feb 25 at 10. Sol Peck & Downing, 10 Basinghall-st.

Child, Tobias, Worksop, Tanner. Pet Feb 3. Sheffield, Feb 22 at 10. Sol Brodhurst & Hodding, Worksop, and Smith & Burdekin, Sheffield.

Coates, Mark, Garton in Holderness, East Riding, Yorkshire, Miller. Pet Feb 5. Hedon, Feb 19 at 12. Sol Pettingell, Kingston-upon-Hull.

Cleft, Thomas, 15 and 19 Exmouth-ter, Gillingham, Kent, Baker. Pet Feb 3. London, Feb 20 at 1. Sol Doyle, 2 Verulam-bldgs, Gray's-inn.

Cross, Thomas, Jun, Northampton, Plumber. Pet Feb 1. Northampton, Feb 22 at 10. Sol Law, Stamford.

Davenport, Ebenezer, Walker, 17 Charlotte-st, Bedford-st, Middlesex, Vendor of Patent Medicines. Pet Feb 4 (in forma pauperis). London, March 5 at 11.

Davies, James, Crown Inn, Rhayader, Radnor, Butcher and Innkeeper. Pet Feb 3. Bristol, Feb 25 at 12. Sol Sols Cheese, Brecon, and Brittan & Sons, Bristol.

Davies, John, Newtown, Montgomery, Draper. Pet Feb 3. Liverpool, Feb 24 at 12. Sol Sols Hough & Deane, Liverpool.

Denison, Robert, Kingston-upon-Hull, Wine Merchant. Pet Feb 5. King-st-on-Hull, Feb 19 at 12. Sol Eaton & Biley, Hull.

Dfour, Alexander Vermer, 76 High-st, Lewes, Sussex, Schoolmaster. Pet Feb 6. London, Feb 24 at 11. Sol Pook, Basinghall-st.

Dunn, Samuel, Northampton, Cabinet Maker. Pet Feb 3. Northampton, Feb 22 at 10. Sol Shield & White, Northampton.

Eaton, William, 3 Clarence-pl, Calford-rd, Balls Pond, Islington, Middlesex, Licensed Cab Proprietor. Pet Feb 6. London, March 5 at 12. Sol McMillan, 116 Upper Stamford-st, London.

Ellison, Greenwood, 133 Garnett-st, Bradford, Biscuit Manufacturer. Pet Feb 4. Bradford, Feb 28 at 10.30. Sol Terry & Watson, Bradford.

Evans, John 8 Croom's-grove, Croom's-hill, Greenwich, Kent, Town Traveller. Pet Jan 31. London, Feb 20 at 12. Sol Drew, 4 New Basing-hall-st.

Gadd, James, Nottingham, Lace Maker. Pet Feb 4. Nottingham, Feb 26 at 11. Sol Buttley & Heath, Nottingham.

Gale, Richard, 2 Ashburton-grove, Hornsey-rd, Holloway, Middlesex, Hall Porter. Pet Feb 5. London, Feb 26 at 12.30. Sol Cooper, 9 Charing-cross.

Gavin, Alexander Kennedy, East Stonehouse, Devonshire, Draper. Pet Feb 5. Exeter, Feb 19 at 12.30. Sol Fowler, Plymouth, or Hirtzel, Exeter.

Gourlay, Daniel de la Cherois, Jan 24. London, Feb 18 at 11.

Grace, Isaac, Sutton, near St. Helen's Lancashire, Potter. Pet Feb 5. Liverpool, Feb 19 at 11. Sol Evans, Son, & Sandy, Liverpool, and Barrow St. Helens.

Green, Thomas, Great Horwicksley, Essex, Wheelwright. Pet Feb 3. London, Feb 18 at 12.30. Sol Jones, Colchester.

Grundy, William, Whitehouse-lane, Sheffield, Grocer. Pet Feb 3. Sheffield, Feb 20 at 12. Sol Broadbent, Sheffield.

Hason, Alfred Thain, 18 George-st, Great Yarmouth, Pork Butcher. Pet Jan 31. Great Yarmouth, Feb 11 at 12. Sol Ferrier, Great Yarmouth.

Hall, George, 16 Leo-mont, Lee-bank-rd, Birmingham, Appraiser and House Agent. Pet Feb 3. Birmingham, Feb 17 at 12. Sol East, Birmingham.

Hankins, John Lugwardine, Herefordshire, Commission Agent. Pet Feb 1. Hereford, Feb 19 at 11. Sol Bodenham, Hereford.

Hart, George, 28 Cardington-st, Hampstead-rd, Middlesex. Pet Feb 3. London, Feb 18 at 11. Sol Binna, 1 Trinity-sq, Borough.

Hawkins, John, Dymock, Gloucestershire, Farmer. Pet Feb 3. Bristol, Feb 24 at 12. Sol Suckling, Birmingham, and Abbot, Lucas, & Leonard, Bristol.

Hawkins, John, jun., Weston-super-Mare, Wine and Spirit Merchant. Pet Jan 31. Bristol, Feb 24 at 12. Sol Henderson, Bristol.

Hartroft, Charles, Birmingham, Commission Agent. Pet Feb 4. Birmingham, Feb 21 at 12. Sol Clarke, Birmingham.

Hemann, John, Lozells, Lozells, Aston-juxta-Birmingham, Attorney and Solicitor. Pet Feb 4. Birmingham, March 21 at 10. Sol Parry Birmingham.

Horns, Gardner Baker, Church-st, Edmonton, Middlesex, Sexton and Post Office Letter Carrier. Pet Feb 3. London, Feb 26 at 11.30. Sol Scott, 4 Skinner-st, London.

Hodges, Henry, Church-st, Gillingham, Kent, Baker. Pet Jan 29. London, March 4 at 11.30. Sol Sandy & Knott, 5 Gray's-inn-sq, and Hayward, Rochester.

Hodges, Mary Ann, 1 New Basinghall-st, London, and 19 Brunswick-sq, Middlesex, Widow, Wholesale Trimming Manufacturer. Pet Feb 6. London, Feb 18 at 1. Sol Plews & Boyer, 14 Old Jewry-chambers.

Hodgson, Thomas, Witham, Kingston-upon-Hull, Corn Dealer. Pet Feb 3. Kingston-upon-Hull, Feb 12 at 11. Sol Summers, Hull.

Hopwood, Edward, Pershore-st, Birmingham, Coach Spring Manufacturer. Pet Feb 5. Birmingham, Feb 24 at 12. Sol Chesshire, Birmingham.

Hoyle, Thomas Elkanah, Heighington, Lincolnshire, Surgeon. Pet Jan 30. Birmingham, Feb 20 at 11. Solis Tweed & Hughes, Lincoln.

Hudson, Heron, Handsworth, Staffordshire, Commercial Traveller. Pet Feb 5. Birmingham, Feb 24 at 12. Sol Green, Birmingham.

James, David, Bridgnorth, Salop, Innkeeper. Jan 17. Bridgnorth, Feb 24 at 11. Sol Stokes, Dudley.

Johns, James Charles, 11 Blenheim-st, Bond-st, Middlesex, Commission Agent. Pet Jan 11 (in forma pauperis). London, Feb 26 at 1. Sol Parkes, 11 Beaumont-bridge, Strand.

Johnson, Henry, 22 Jewry-st, Aldgate, London, Estate Agent. Pet Feb 4 (in forma pauperis). London, Feb 24 at 11. Sol Holt, Qua'ty-st.

Jones, Edward, Bristol, Tallow Merchant. Pet Feb 3. Bristol, Feb 18 at 11. Sol Henderson, Bristol.

Kid, William, Mill-rs, Leek, Staffordshire, Baker. Pet Feb 4. Leek, Feb 20 at 11. Sol Smith, Leek.

King, Charles, Blisshartone, Wiltshire, Saddler. Pet Feb 1. Swindon, Feb 18 at 12. Sol Kinnel, Swindon.

Lawes, Sarah Elizabeth, Blaen-est, Guildford, Milliner. Pet Jan 28. Guildford, Feb 15 at 11. Sol White, Guildford.

Loft, Luke Killick, 36 Orchard-grove, Balls-pond, Islington, Gate Porter in the Bank of England. Pet Feb 4. London, Feb 18 at 12. Sol Phillips, 20 Coleman-st.

Madden, John, Orrell, near Wigan, Manufacturer of Nails. Pet Jan 27. Liverpool, Feb 19 at 12. Sol Stone, Liverpool.

Mikisch, Ferdinand, 141 Great Suffolk-st, Borough, Apothecary. Pet Feb 3 (in forma pauperis). London, Feb 23 at 10. Sol Catchpole, 23 Great Tower-st.

Morris, Nathaniel Derry (and not Norris, as advertised in the *Gazette* of the 4th instant). Napper, Campion, 16 Milton-st, Dorset-sq, Middlesex. Pet Feb 6 (in forma pauperis). London, March 4 at 12.30. Sol Holt, Quality-st.

Naylor, William, Colchester, Builder. Pet Feb 6. Colchester, Feb 22 at 12. Sol Abel & Brown, Colchester.

Nicholson, James, 14 Springfield, Liverpool, Draper's Assistant. Pet Feb 4. Liverpool, Feb 21 at 1. Sol Husband, Liverpool.

Oates, Brooke, Dewsby, Yorkshire, Woollen Manufacturer. Pet Feb 4. Leed, Feb 17 at 11. Sol's Chadwick, Dewsby, and Bond & Barwick, Leeds.

Parkins, John, 1 Collingwood-st, Mile-end-rd, Middlesex, Baker. Pet Feb 4. London, Feb 18 at 11.30. Sol Cordwells, 22 College-hill.

Parry, Charles James & William Bridson, Watling-st, Manchester, Foreign Commission Agents. Pet Feb 5. Manchester, Feb 19 at 11. Sol Gould, Manchester.

Parsons, Edward, Tugford, near Munslow, Salop, Farmer. Pet Feb 3. Birmingham, Feb 21 at 12. Sol's Backhouse, Bridgnorth, and Hodges & Allen, Birmingham.

Pellatt, Henry Apsey, 32 Weston-ter, New Weston-rd, Bermondsey, Surrey. Pet Jan 30 (in forma pauperis). London, Feb 26 at 1.30. Sol Scott, 2 Southampton-st, Strand.

Pettfield, John, Bridge-st, Sheffield, Wheelwright. Pet Feb 3. Sheffield, Feb 20 at 12. Sol Binney, Sheffield.

Raynor, Henry, Smeaton-est, Nottinghamshire, House Agent. Pet Feb 4. Nottingham, Feb 20 at 11. Sol Buttery & Heath, Nottingham.

Richards, Henry Searle, King-st, Watford, Auctioneer. Pet Feb 5. London, Feb 25 at 10. Sol Buchanan, 13 Basinghall-st.

Richard, Samuel, Wheal-sq, Gwennap, Cornwall, Miner. Pet Feb 1. Redruth, Feb 15 at 11. Sol Downing, Redruth.

Robinson, Joseph Henry, Coventry, and Abbey Farm, Hinckley, Leicestershire, Seedsman and Farmer. Pet Feb 4. Birmingham, Feb 24 at 12. Sol's Cowdell, sen., & Bramah, Hinckley, and James & Knight, Birmingham.

Rothschild, Michael, 50 Mill-st, Toxteth-park, Liverpool, Dealer in Toys and Smallwares. Pet Feb 4. Liverpool, Feb 20 at 3. Sol Grocott, Liverpool.

Rutherford, John, Birmingham, Umbrella Manufacturer. Pet Feb 6. Birmingham, Feb 21 at 12. Sol James & Knight, Birmingham.

Ryland, William, Newcastle-upon-Tyne, Bankers' Clerk. Pet Feb 4. Newcastle-upon-Tyne, Feb 21 at 11.30. Sol's Hodge & Harle, Newcastle-upon-Tyne.

Sanders, Joseph, 1 Brusa-st, Birmingham, Builder. Pet Feb 4. Birmingham, March 21 at 10. Sol Duke, Birmingham.

Scarf, Robert, Leeds, Cork Cutter. Pet Jan 30. Leeds, Feb 20 at 12. Sol Harle.

Scott, Robert, 30 Spital-st, Guildford, Tea Dealer. Pet Nov 2. Guildford, Feb 15 at 10. Sol White, Guildford.

Short, William Charles, Sandling-est, Maidstone, Fruiterer. Pet Feb 1. Maidstone, Feb 19 at 10. Sol Ewington, Maidstone.

Simm, Isaac, Fairfield View, Edge-lane, near Liverpool, Coal Merchant. Pet Feb 1. Liverpool, Feb 17 at 11.30. Sol's Anderson & Collins, Liverpool.

Smith, William Henry, 25 Lincoln's-inn-fields, Middlesex, Attorney-at-law, Pet Feb 6. London, Feb 20 at 2. Sol Lawrence, Plews & Boyer, 14 Old Jewry-chambers.

Stanford, Thomas, 31 Butcher-ter, Portsea, Tailor. Pet Feb 4. Portsmouth, Feb 20 at 11. Sol Pafford, jun., Portsea.

Stancer, John, Horncastle, Lincolnshire, Cooper. Pet Feb 3. Horncastle Feb 17 at 10. Sol Adcock, Horncastle.

Thomas, John, Llandilo, Carmarthenshire, Tailor and Draper. Pet Feb 4. Bristol, Feb 25 at 11. Sol Bevan, Bristol.

Thomas, John, St Davy, Gwennap, Cornwall. Pet Jan 31. Redruth, Feb 15 at 11. Sol Downing, Redruth.

Topps, William, Quay Mill-est, Great Yarmouth, Merchant and Fish Curer. Pet Feb 3. London, Feb 26 at 11. Sol Lawrence, Plews & Boyer 14 Old Jewry-chambers.

Turner, John, Neptune Inn Public-house, Hove, Sussex, Publican. Pet Feb 5. Brighton, Feb 24 at 11. Sol Lamb, Brighton.

Vernon, Noah, Congleton, Silk Throwster. Pet Feb 4. Liverpool, Feb 19 at 11. Sol's Pickford, Macclesfield, and Townsend & Jackson, Liverpool.

Webber, George, Caiulmlegh, Devonshire, Labourer. Pet Feb 5. South Molton, Feb 18 at 10. Sol Shapland, South Molton.

Webster, Thomas, Castle, Bytham, Lincolnshire, Veterinary Surgeon. Pet Feb 4. Bourne, Feb 18 at 12. Sol Law, Stamford.

Wheewall, William, Chapel-est, New Radford, Fishmonger. Pet Dec 24. Nottingham, March 5 at 10. Sol Brown, Nottingham.

White, James, St Aldate at, Gloucester, Innkeeper. Pet Feb 5. Gloucester, Feb 22 at 2. Sol Wilkes, Gloucester.

White, John, 14 Eagle-ter, Victoria Dock-est, Essex, Victualler. Pet Feb 1. London, Feb 20 at 1. Sol Lawrence, Plews & Boyer, 14 Old Jewry-chambers.

Whitehead, John, Harrogate, Builder. Pet Feb 5. Leeds, Feb 24 at 11. Sol Simpson, Leeds.

Whitfield, Henry, 72 Great Portland-st, Middlesex, Laceman and Fancy Draper. Pet Feb 2 (in forma pauperis). London, Feb 18 at 11. Sol Fenton, Bevis-est, Basinghall-est.

Whittering, James, Thrapstone, Northamptonshire, Builder. Pet Feb 4. London, Feb 25 at 11. Sol Roscoe & Hincks, 14 King-st, Finsbury, agents for Cook, Wellingtonborough.

Wilks, William, Leeds, Terra Cotta Manufacturer. Pet Feb 4. Leeds, Feb 24 at 11. Sol's Middleton & Son, Leeds.

Wilkinson, Abigail, & James Stott, Paddock, near Huddersfield, Scrubbers and Spinners. Pet Feb 3. Leeds, Feb 20 at 11. Sol's Floyd & Learoyd, Huddersfield, and Bond & Barwick, Leeds.

Wilkinson, Charles, Exhall, Warwickshire, Blacksmith. Pet Feb 5. Coventry, March 3 at 1. Sol Smallbone, Coventry.

Wills, Edward Distin, Ford, Stoke Damerel, Devonshire, Licensed Victualler. Pet Feb 3. East Stonehouse, Feb 19 at 11. Sol Fowler, Plymouth.

Wilson, James Conlilton, 1 Holland-est, and 24 High-st, Notting-hill, Middlesex, House Agent and Auctioneer. Pet Feb 4. London, Feb 19 at 1. Sol Syre, 33 Poultry.

Woodcock, John, Mew-st, Ashford, Kent, Horse Dealer. Jan 20. London, Feb 20 at 12.30.

Woolley, William, 5 Denham's-buildings, Finch-st, Handsworth, Staffordshire. Pet Feb 4. Birmingham, March 21 at 10. Sol Cooke, Birmingham.

TUESDAY, FEB. 11, 1862.

Alton, John, 7 Bale-est, Manchester, Beer Seller. Pet Feb 5. Manchester, March 4 at 9.30. Sol Dawson, Manchester.

Ashton, William, Wigan, Grocer. Pet Feb 8. Manchester, Feb 28 at 12. Sol's Richardson & Hinwell, Bolton.

Avery, John, Tredegar-est, Newport, Monmouthshire, Tailor. Pet Feb 6. Bristol, Feb 21 at 11. Sol Catheart, Newport.

Baker, William, Belpers, Derbyshire, Miller. Pet Dec 4. Nottingham, Feb 27 at 11. Sol Birt, Gray's-inn, London, and James & Knight, Birmingham.

Bailey, Thomas, Leeds, Commission Agent. Pet Feb 7. Leeds, Feb 21 at 11. Sol Cariss & Tempest, Leeds.

Barcham, Edward, Horsey-next-the-Sea, Norfolk, Farmer. Pet Feb 6. London, Feb 24 at 12. Sol Doyle, Gray's-inn, and Sudd, Norwich.

Beall, Richard, 4 Charlotte-est, West, Morice Town, Devonport, Rope Maker. Pet Feb 4. East Stonehouse, Feb 22 at 11. Sol's Beer & Rundie, Devonport.

Berks, Samuel, Longton, Staffordshire, Beer-house Keeper. Pet Jan 21. Birmingham, Feb 24 at 12. Sol's Slaney & Winstanley, Newcastle, and Smith, Birmingham.

Bevan, Edmund, North Petherton, Somerset, Licensed Victualler. Pet Feb 8. Bridgwater, Feb 26 at 10. Sol Reed, Bridgewater.

Bibb, Joseph, Britannia Tavern, New-st, Coventry, Publican. Pet Feb 6. Coventry, March 3 at 1. Sol Morris, Coventry.

Bird, Edward Sampson, Fort Cumberland, near Portsmouth, Cook and Confectioner. Pet Feb 6. Farnham, Feb 26 at 12. Sol White, Guildford.

Blake, Henry, 49 Coleshill-est, Eaton-sq, Middlesex, Clerk in Her Majesty's Customs. Pet Feb 6. London, Feb 26 at 11. Sol Wells, Morgate-est.

Blase, John Walker, 27 Colquitt-est, Liverpool, Accountant. Pet Feb 6. Liverpool, Feb 28 at 1. Sol Grocott, Liverpool.

Bonny, Rebecca, Relgate, Surrey, Wholesale and Retail Confectioner. Pet Feb 10. London, Feb 28 at 11. Sol's Duncan & Murton, Southampton-st, Hart, Relgate.

Booth, John, 2 Charlotte-est, Upper Grange-est, Bermondsey, Surrey, Clothier. Pet Feb 6. London, Feb 25 at 11. Sol Reed, 2 Great Knight Rider st, Doctors' Commons.

Bragg, Robert, Leeds, Commission Agent. Pet Feb 5. Leeds, Feb 21 at 11. Sol Ensley, Leeds.

Briggs, George, Kingston-upon-Hull, Chemist. Pet Feb 6. Kingston-upon-Hull, Feb 19 at 12. Sol Hearnfield, jun., Hull.

Brindie, Robert, Bolton, Baker. Pet Feb 7. Bolton, Feb 26 at 10. Sol Edge, Bolton.

Brooks, William, Tarporley, Cheshire, Farmer. Pet Feb 7. Liverpool, Feb 25 at 12. Sol Cartwright, Chester.

Brown, James, otherwise James Bailey, Peckham, Surrey, Coal Merchant. Pet Feb 7 (in forma pauperis). London, Feb 25 at 12. Sol Philby, 3 Fenchurch-bridge.

Brown, William, Oakham, Rutland, Confectioner. Pet Feb 8. Oakham, Feb 15 at 12. Sol Law, Stamford.

Cazenave, Bertrand Simon de, Liverpool, Artist. Pet Feb 7. Liverpool, March 3 at 3. Sol Barrell, Liverpool.

Clift, Thomas (and not Thomas Cleft as before advertised).

Cooke, George Peacock, Berkeley-ter, Pendleton, Hyde, Cheshire, Pattern Designer. Pet Feb 5. Salford, Feb 22 at 10. Sol Eltoft, Manchester.

Colebrook, George, Dingledine Farm, Benenden, Kent, Farmer. Jan 6. Maidstone, Feb 21 at 2. Sol Morgan, Maidstone.

Cooper, Edwin, Ashby-de-la-Zouch, Builder. Pet Feb 6. Nottingham, Feb 27 at 11. Sol Buttery & Heath, Nottingham.

Cooper, Henry, Eckington, Derby, Schoolmaster. Pet Feb 5. Chesterfield, Feb 26 at 12. Sol Pattison, Sheffield.

Crawford, David, Boston, Tailor. Pet Feb 5. Boston, Feb 22 at 10. Sol's Brown & Son, Lincoln.

Croome, John, 76 Oakley-st, Chelsea, Middlesex, Ship Owner. Pet Feb 7. London, Feb 26 at 12. Sol May, 2 Princes-st, Spitalfields.

Devereux, James, High Wycombe, Farmer. Pet Feb 8. London, Feb 24 at 11.30. Sol's Greville & Tucker, 28 St. Swithin's, Hall.

Duddington, Joseph, Whittlesey, Cambridgeshire, Grocer. Pet Jan 31. Peterborough, Feb 15 at 11. Sol Eastland, Peterborough.

Dufour, Alexander Verner (and not Alexander Verner Dufour, as previously advertised).

Edwards, Joseph, Truro, Dealer in Fancy Articles. Pet Feb 10. Exeter, Feb 28 at 11. Sol Stokes, Truro, or Hirtzel, Exeter.

Ewin, James, Sewers End, Saffron Walden, Miller. Pet Feb 6. Saffron Walden, Feb 23 at 10. Sol's Probert & Wade, Saffron Walden.

Farrand, Henry, King-st, upon-Hall, Fruiter Merchant. Pet Feb 5. King-st, upon-Hall, Feb 25 at 1. Sol Pettinazzi, Hall.

Fenton, Edward, 39 Market st, Hanley, Staffordshire, Stationer. Pet Feb 7. Hanley, Feb 22 at 11. Sol's E. & A. Tennant, Hanley.

Fitt, Henry, Lakesham, Norwich, Farmer. Pet Feb 5. London, March 4 at 1. Sol's Doyle, Gray's-inn, and Sudd, jun., Norwich.

Fleming, John, 6 Church-lane, Whitechapel, Lamp Manufacturer. Pet Feb 4 (in forma pauperis). London, March 6 at 1. Sol's Fenton & Son, Bevis-est, Basinghall-est.

Forstar, Charles John Julins, trading as P. Dickinson & Co., 33 Gracechurch-street, General Merchant. Pet Feb 7. London, Feb 24 at 12.30. Sol Lewis, Raymond-blades.

Foster, Marmaduke, 12 Albert-bridge, Manchester, Solicitor. Pet Feb 7. Manchester, Feb 21 at 12. Sol Poplewell, Manchester.

Fry, Joseph, 11 Spencer-st, New-inn-yard, Curtain-rd, Middlesex, Chair Maker. Pet Feb 4. London, Feb 26 at 12. Sol Beard, 10 Basinghall-st.

Gibson, Ralph, Carbury Mill, near Darlington, Miller. Pet Jan 22. Newcastle-upon-Tyne, Feb 21 at 12. Sol Hoyle, Newcastle-upon-Tyne.

Glenie, William, John, 24 Chrysall-rd, Brixton, Surrey, Painter. Pet Feb 1 (in forma pauperis). London, Feb 26 at 11. Sol Labow & Brown, Mitre-court Chambers, Temple.

Hale, Thomas, 9 Bath-st, Princes-dock, Liverpool, Butcher. Pet Feb 6. Liverpool, Feb 27 at 3. Sol Blackhurst.

Hankins, John, jun., Weston-super-Mare, Wine and Spirit Merchant. Pet Bristol, Feb 24 at 12. Sol Henderson, Bristol.

Hannington, Joseph, Swalwell, Durham, Firebrick Manufacturer. Pet Feb 7. Newcastle-upon-Tyne, Feb 24 at 11. Sol Hoyle, Newcastle-upon-Tyne.

Hards, James, 118 Regent-st, Lambeth, Surrey, Harness Maker. Pet Feb 6. London, Feb 24 at 11. Sol Bartlett, Bartlett's-blades.

Harris, William, 1 Heath-st, Hampstead, Dealer in Boots and Shoes. Pet Feb 6. London, Feb 25 at 10. Sol Chidley, 25 Old Jewry.

Hawcroft, Benjamin, Wager, Rotherham, Builder. Pet Feb 8. Sheffield, Feb 23 at 10. Sol Marsh & Edwards, Rotherham.

Healing, Edward, Morley, near Leeds, Builder. Pet Feb 7. Dewsbury, Feb 25 at 11. Sol Harle, Leeds.

Hibbert, George, 59 King's-rd, St Pancras, Middlesex, Bricklayer. Pet Feb 6. London, Feb 25 at 11. Sol Rushbury, 32 Coleman-st.

Higginson, George Irlam, Pantheon, Oxford-st, Dealer in Glass. Pet Feb 7. London, March 6 at 11.30. Sol Dimmock, 2 Suffolk-lane, Cannon-st.

Hill, James, 1 Hanover-ter, Brighton, Carpenter. Pet Feb 7. Brighton, Feb 24 at 11. Sol Runnacles, Brighton.

Holcroft, Tryall, Manchester, Silk Throwster. Pet Feb 6. Manchester, Feb 21 at 11. Sol Boote, Manchester.

Holmes, George, Stanton by Dale, Derbyshire, Butcher. Pet Feb 7. Derby, Feb 25 at 12. Sol Garoly, Derby.

Holmes, Henry Ogil, 20 Southampton-ter, Waterloo-rd, Surrey, Gent. Pet Feb 6. London, Feb 25 at 11.30. Sol Symes, Teesdale, & Sandlands, 33 Fenchurch-st.

Hunt, Alfred George, 192 Pentonville-rd, Middlesex, Bedding Manufacturer. Pet Feb 7. London, March 6 at 11. Sol Marshall & Son, 12 Hatton-garden.

Hunt, George, 11 North-st, Gosport, Baker. Pet Feb 7. Portsmouth, Feb 25 at 11. Sol Way, Portsmouth.

Hurst, John Roay, North Shields, Draper. Pet Feb 8. Newcastle-upon-Tyne, Feb 24 at 12. Sol Hoyle, Newcastle-upon-Tyne.

Irvine, Robert Duff, 1 Totternham-court-ter, Middlesex, Provision Merchant. Pet Feb 8 (in forma pauperis). London, Feb 25 at 12. Sol Samuels, 1 Little Carter-st-lane, Doctors' common.

James, Henry, 227 New Town-row, Birmingham, Straw Dealer. Pet Feb 7. Birmingham, Feb 24 at 12. Sol Duke, Birmingham.

Jeffs, Smith Allen, & Augustus Jeffs, 48 and 49 Cornhill-ter, Lambeth, Builders. Pet Feb 6. London, Feb 24 at 12. Sol New Broad-st.

Jones, Hugh, & John Jones, Penmaenmawr, Carnarvonshire, Builders. Pet Feb 4. Conway, Feb 18 at 11. Sol Turner, Carnarvon.

Jones, William, Penarth Head Inn, Penarth, near Cardiff, Licensed Victualler. Pet Feb 6. Bristol, Feb 21 at 11. Sol Wilcock, Cardiff, and Clifton & Benson, Bristol.

Jones, William Thatcher, 11 Fish-st, Birmingham, Coal Dealer. Pet Feb 7. Birmingham, Feb 24 at 12. Sol East, Birmingham.

Johnson, Henry, Tamworth, Agent. Pet Feb 8. Birmingham, Feb 25 at 11. Sol Parry, Birmingham.

Johnson, John, Loughton, Essex, Hay and Straw Dealer. Pet Feb 8. London, Feb 26 at 11. Sol Preston & Dorman, 13 Gresham-st.

Kemp, Horatio, 72 King-st, Woolwich, Kent, Auctioneer. Pet Feb 8. London, March 6 at 12. Sol Hughes, Woolwich.

Kidd, John, Deringham-st, Kingston-upon-Hull, Butcher. Pet Feb 8. Kingston-upon-Hull, Feb 19 at 11.30. Sol Chester, Hull.

Kilby, George, Thomas, Eagle Works, Camden-st, Birmingham, Belt and Portfolio Manufacturer. Pet Feb 6. Birmingham, Feb 24 at 12. Sol Barber, Birmingham.

Kilvington, John, Burleson, Staffordshire, Medical Galvanist. Pet Feb 8. Hanley, Feb 22 at 11. Sol Litchfield, Newcastle-under-Lyne.

Lancfield, William, Southampton-st, Camberwell, Surrey. Dec 19. London, Feb 25 at 11.30.

Large, Henry, 13a Red Lion-sq, Holborn, Middlesex, Farmer. Pet Feb 7. London, Feb 25 at 1. Sol Lay, Poultry.

Mac Vito, William, Stonehouse, Gloucestershire, Builder. Pet Feb 10. Bristol, Feb 24 at 12. Sol Wilkes, Gloucester.

Melthulah, William, 18 Modbury-ter, Malden-ter, Kentish Town, Middlesex, Carpenter. Pet Feb 5. London, Feb 25 at 10. Sol Weightman, 80 Basing-hall-st.

Middleton, Henry, Old House at Home, 1 Sarah-ter, Cambridge Heath-ter, Middlesex, Beershop Keeper. Pet Feb 5. London, Feb 26 at 12. Sol Abbott, 1 St Mark-st, Great Prescott-st.

Mills, Job, Dudley Port, Tipton, Staffordshire, Carpenter. Pet Feb 7. Dudley, Feb 22 at 11. Sol Lowe, Dudley.

Monsey, Edward, 51 Brearley-st, West, Birmingham, Pocket Book Manufacturer. Pet Feb 6. Birmingham, March 21 at 10. Sol Allen, Birmingham.

Mulley, George Frederick Augustus, Little King-st, Ipswich, Innkeeper. Pet Feb 7. London, Feb 25 at 11. Sol Stevens & Satchell, 6 Queen-st, Cheapside, Agents for Moore, Ipswich.

Neville, Josiah, Henry, 446 New Oxford-st, Middlesex, Leather Merchant. Pet Feb 7. London, Feb 25 at 11. Sol Lawrence, Plews, & Boyer, 14 Old Jewry Chambers.

Palmer, Henry, Purton, Wiltshire, Miller. Pet Feb 8. Bristol, Feb 24 at 11. Sol Townsend & Ormond, Swindon, and Henderson, Bristol.

Paul, Henry Hugh Beams, Stoke Damerel, Devonshire, Clerk. Pet Feb 7. Plymouth, Feb 26 at 12.30. Sol Edmunds & Sons, Exeter.

Payne, Thomas, Brown, Emsbury Cottage, Deptford, Surrey, Journeyman Plumber. Pet Feb 6. London, Feb 25 at 12. Sol Blakley, 32 King William-st.

Potter, Samuel, Carrington, Nottingham, Cabinet Maker. Pet Feb 6. Nottingham, Feb 27 at 11. Sol Shilton, Nottingham.

Powell, Harrison, Packers' Inn, 70 Portland-st, Manchester, Packer. Pet Feb 7. Manchester, March 4 at 9.30. Sol Stiles, Manchester.

Powell, Henry, 119 Constitution-hill, Birmingham, Photographer. Pet Feb 6. Birmingham, March 21 at 10. Sol Allen, Birmingham.

Preston, Alpharet, Chesterfield, Builder. Pet Feb 4. Chesterfield, Feb 25 at 11. Sol Binney, Sheffield.

Rich, Joseph, 4 Duncie-avenue, Chorlton-upon-Medlock, Salesman. Pet Jan 31. Manchester, March 4 at 9.30. Sol Farington, Manchester.

Richardson, George Philip, 4 Priory-ter, Tonbridge, Land Surveyor. Pet Feb 8. Tonbridge, Feb 22 at 11. Sol Morgan, Maidstone.

Richmond, William, 9 Great Scotland-yard, Westminster, Coal Merchant. Pet Feb 7. London, Feb 26 at 12. Sol Edmunds, 11 St. Bride's, Avenue-st.

Round, Edward, Dudley, Commission Agent. Pet Feb 5. Birmingham, Feb 24 at 12. Sol Bolton & Sanders, Dudley, and James & Knight, Birmingham.

Rowell, Arthur, 3 Eleanor-ter, Richmond-ter, Dalston, Middlesex, Commercial Traveller. Pet Feb 10 (in forma pauperis). London, Feb 24 at 11.30. Sol Drew, 4 New Basinghall-st.

Saunders, Abraham, Old Port Tavern, Narrow-quay, Bristol, Beerhouse Keeper. Pet Feb 5. Bristol, Feb 21 at 12. Sol Roper, Bristol.

Scorer, Sophia, 1 Fletcher-gate, Nottingham, Poultier. Pet Feb 7. Nottingham, March 5 at 9.30. Sol Brown Nottingham.

Senior, Joseph, Holmfirth, Yorkshire, Engineer. Pet Feb 8. Leeds, Feb 24 at 11. Sol Lewroyd, Huddersfield.

Shepherd, John, Church-st, Camberwell, Coach Proprietor. Pet Dec 20. London, Feb 25 at 12.30. Sol Sandon, Slade's-pl, Deptford.

Shorter, William, Winchester, Dealer in Hats and Umbrellas. Pet Feb 7. Winchester, Feb 17 at 11. Sol Hollis, Winchester.

Sigsworth, Benjamin, Scarborough, Licensed Victualler. Pet Feb 7. Leeds, Feb 24 at 11.

Small, William, Atkinson, 110 Soho-st, Liverpool, Beerseller. Pet Feb 6. Liverpool, Feb 25 at 3. Sol Parker, Liverpool.

Smith, Francis, Lincoln, Cattle Dealer. Pet Feb 10. Kingston-upon-Hull, Feb 26 at 12. Sol Brown & Son, Lincoln.

Smith, Francis William, trading as John Williams, 55 & 56 Red Lion-st Holborn, Middlesex, Flahmoneer. Pet Feb 8. London, March 6 at 12.30. Sol Nash, 12 Haberdasher-pl, Hoxton.

Smith, John, Radford-ter, New Radford, Nottinghamshire, Retail Beer-seller. Pet Feb 7. Nottingham, March 5 at 9.30. Sol Coope, Nottingham.

Teezon, Henry, 35 St James-st, Kingston-upon-Hull, Builder. Pet Feb 7. Kingston-upon-Hull, Feb 19 at 11. Sol Summers, Hull.

Thomas, Edward, 39 Collyhurst-ter, Rochdale-ter, Manchester, Shopkeeper. Pet Feb 5. Manchester, March 4 at 9.30. Sol Hodgson, Manchester.

Tippins, John, Beacons-hill, Beacons Iron Works, Elangastock, Branscombe, Collier. Pet Feb 8. Tedregar, March 1 at 11. Sol Harris, Tedregar.

Todd, Robert, Willington, Durham, Mason. Pet Feb 6. Durham, Feb 21 at 11. Sol Thompson & Lisle, Durham.

Upton, William, East Moulsey, Surrey, Upholsterer. Pet Feb 6. London, Feb 26 at 11. Sol Woodbridge, 8 Clifford's-inn.

Weiser, Jacob, South-parade, Manchester, Merchant. Pet Feb 1. Manchester, March 1 at 11. Sol Chapman & Roberts, Manchester.

Wellington, William, Upton Hellens, Devonshire, Clerk. Pet Feb 8. Exeter, Feb 28 at 11. Sol Floud, Exeter.

Whatmough, John, 41 Skinner-st, Clerkenwell, Middlesex, Straw Hat Presser. Pet Feb 8. London, Feb 24 at 1. Sol Cooke, Bucklersbury.

White, Charles, jun., The Vineyards, 8 Duke's-st, Chelmsford, Dealer in Pimony. Pet Feb 5. London, Feb 26 at 1. Sol Philip & Philip, 26 Bucklersbury.

Wilkins, William, Horsey-next-the-Sea, Norfolk, Farmer. Pet Feb 6. London, Feb 25 at 11. Sol Doyle, Gray's-inn, agent for Sad, Jun, Norwich.

Wilcock, John, 61 Aber-st West, Derby-ter, Liverpool, Journeyman Watch Maker. Pet Feb 6. Liverpool, Feb 26 at 3. Sol Jones, 5 Harrington-st, Liverpool.

Winter, John Clarke, 22 Brunswick-sq, Kirkgate, Launceston, Timber Dealer. Pet Feb 5. Liverpool, Feb 24 at 3. Sol Blackhurst Liverpool.

Wright, John, 131 Wellington-ter, Northampton, Grocer. Pet Feb 8. Northampton, Feb 22 at 10. Sol Shield & White, Northampton.

BANKRUPTCIES ANNULLED.

FRIDAY, Feb. 7, 1862.

Chambers, Charles, Heath-st, and Church-row, Hampstead, Middlesex, Builder. Feb 6.

Wood, David, Bramley, Yorkshire, Cloth Manufacturer. Jan 20.

TUESDAY, Feb. 11, 1862.

Feaver, James, Wincanton, Somersetshire, Common Brewer. Feb 8.

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The accumulated assets exceed .....	£650,000
The subscribed capital .....	500,000
The annual income from life premiums exceeds .....	250,000
The policy claims and bonuses paid to claimants about .....	1,000,000

The new business is progressing at the rate of about £25,000 per annum.

The Company contracts the following description of business:—Life Assurance on Healthy and Diseased Lives, Annuities and Endowments of all kinds, India Risk Assurances, and Guarantee business; and confers upon Insurers great facilities and advantages, coupled with perfect security.

Special and peculiar features have been adopted, in order to render the Company's Policies additionally valuable as securities, and to offer to the insured means whereby their policies may be saved from forfeiture.

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FRANK EASUM, Secretary.

**UNITED KINGDOM LIFE ASSURANCE COMPANY,**

NO. 8, WATERLOO PLACE, PALL MALL, LONDON, S.W.

The Hon. FRANCIS SCOTT, CHAIRMAN.

CHARLES BERICHE CURTIS, Esq., DEPUTY CHAIRMAN.

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To show more clearly what these bonuses amount to, the three following cases are given as examples:

Sum Insured.	Bonuses added.	Amount payable up to Dec., 1854.
£5,000	£1,987 10	£6,987 10
1,000	379 10	1,397 10
100	39 15	139 15

Notwithstanding these large additions, the premiums are on the lowest scale compatible with security; in addition to which advantages, one-half of the premiums may, if desired, for the term of five years, remain unpaid at 5 per cent. interest, without security or deposit of the policy.

The assets of the Company at the 31st December, 1860, amounted to £730,665 7s. 10d., all of which had been invested in Government and other approved securities.

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By order, E. L. BOYD, Resident Director.

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